
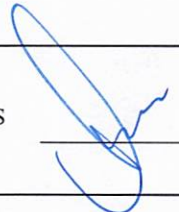



DATE SUBMITTED 5/30/2024
 SUBMITTED BY R. Alejandro Estrada
 DATE ACTION REQUIRED 6/5/24

COUNCIL ACTION ()
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION ONLY: 1. AGREEMENT BETWEEN THE CITY OF IMPERIAL AND TYLER TECHNOLOGIES FOR ERP SaaS AND FUNDS DISBURSEMENTS IN THE AMOUNT OF 300,000.00 FOR THE FIRST YEAR OF THE ERP SaaS AND IMPLEMENTATION FEES.	
DEPARTMENT INVOLVED: INFORMATION TECHNOLOGY/ ADMIN. SERVICES/ HUMAN RESOURCES	
BACKGROUND/SUMMARY: On November 15, 2023, the City Council Authorized a CIP fund in the amount of 300,000.00 for the acquisition of a new ERP System. In an effort to improve the City's Enterprise Services, the staff is proposing Tyler Technologies ERP SaaS for the Council's consideration and potential approval in a future meeting. Tyler's ERP is a powerful enterprise resource planning solution that integrates financials, payroll, human resources, purchasing, fixed assets, revenue streams, civic services, and community engagement. It breaks down departmental data silos, streamlines processes, and eliminates duplicate data entry. With customized Hub dashboard pages, automated workflow, and wizards, your staff can work more efficiently and be more responsive to your constituency. Tyler's cloud solutions provide the functionality, scalability, and security that the City of Imperial expects.	
FISCAL IMPACT: FISCAL IMPACT: \$300,000.00 (CIP Project) 54-000-4901: 75,000.00 (General Fund) 54-000-4902: 75,000.00 (ARPA Fund) 54-000-4950: 75,000.00 (Water Fund) 54-000-4955: 75,000.00 (Wastewater Fund)	FINANCE INITIALS <div style="text-align: right; margin-top: 20px;"></div>
STAFF RECOMMENDATION: Item For Discussion Only.	DEPT. INITIALS <div style="text-align: right; margin-top: 20px;"></div>
MANAGER'S RECOMMENDATION: <div style="text-align: center; margin-top: 10px;"><i>move forward with approval @ June 19 Council meeting</i></div>	CITY MANAGER'S INITIALS <div style="text-align: right; margin-top: 10px;"></div>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED () REJECTED () DISAPPROVED () DEFERRED () REFERRED TO:



SOFTWARE AS A SERVICE AGREEMENT

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

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

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

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service 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 the City of Imperial, California.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. 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.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"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 products and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as [Exhibit B](#).
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as [Exhibit C](#).
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as [Schedule 1](#) to [Exhibit C](#).
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party 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 Products or other parties’ products or services, as applicable, and attached or indicated at [Exhibit D](#).
- **“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 –SAAS SERVICES

1. [Rights Granted](#).

- 1.1 We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for

which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same

information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 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.

7. License Rights Terminate Upon Migration. When Tyler makes Tyler Software identified in the Investment Summary (the “Evergreen Modules”) and licensed pursuant to this Agreement available to the Client for use in live production, the license to the Tyler software listed in Exhibit A, Schedule 1 (hereafter, “Migration Modules”) terminates, as do Tyler’s maintenance, support, and/or update obligations for such software.

SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains 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. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. 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.
8. 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).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

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

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

10. Support of Migration Modules. Beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement, and contingent upon Client's timely payment of annual SaaS Fees for Tyler Evergreen Modules, Client is entitled to receive, at no additional charge, maintenance and support for the Migration Modules until Tyler makes the Tyler Evergreen Modules available for use in live production.

SECTION D – THIRD PARTY PRODUCTS

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

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant access 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.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a

justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. **Term.** The initial term of this Agreement equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

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

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO

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

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. 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. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial

disclosure;

- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
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. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

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

- Exhibit A Investment Summary
 Schedule 1: Migration Modules
- Exhibit B Invoicing and Payment Policy
 Schedule 1: Business Travel Policy
- Exhibit C Service Level Agreement
 Schedule 1: Support Call Process
- Exhibit D Third Party Terms

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

Tyler Technologies, Inc.

City of Imperial, California

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

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

Address for Notices:

City of Imperial
420 S. Imperial Ave.
Imperial, CA 92251-1637
Attention: _____



Exhibit A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

TO BE INSERTED

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Exhibit A
Schedule 1
Migration Modules

Fund Balance



Exhibit B Invoicing and Payment Policy

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

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

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. Beginning on the commencement of the initial term, Client shall no longer be required to pay annual support fees for the Migration Modules.
2. Other Tyler Software and Services.
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *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 your acceptance of the best practice recommendations, by module, and 50% upon your acceptance 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.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into 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.
 - 2.5 *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. 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 this Agreement.

- 2.6 *Other Fixed Price Services*: 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.
- 2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products and Hardware.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.5 *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. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.
- 3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Exhibit A and may be increased by Tyler upon notice of no less than thirty (30) days.
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 as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Migration Modules. Client will receive a credit for the maintenance and support fees prepaid for the Migration Modules for the time period commencing on the first day of the initial term, as set forth in Section F (1) of this Agreement. Migration Modules are listed at Exhibit A, Schedule 1.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

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

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

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

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

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

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

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

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

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

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

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

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

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

b. Our Responsibilities



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

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

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

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

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

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

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



Exhibit C Schedule 1 Support Call Process

Support Channels

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

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

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

Support Resources

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

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

Support Availability

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

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

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



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

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

Incident Handling

Incident Tracking

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

Incident Priority

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

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

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

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

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

Incident Escalation

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

Remote Support Tool

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



Exhibit D Third Party Terms

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.



Quoted By: Karen Grosset
 Quote Expiration: 09/08/24
 Quote Name: City of Imperial - ERP - EERP SaaS
 Quote Description: Tyler EERP
 SaaS Term: 1.00

Sales Quotation For:

Shipping Address:

City of Imperial
 420 S Imperial Ave
 Imperial CA 92251-1637

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting	1	88	\$ 9,076.00
Accounts Payable	1	24	\$ 3,011.00
Budgeting	1	32	\$ 3,011.00
Contract Management	1	16	\$ 1,078.00
Purchasing	1	32	\$ 4,203.00
Human Resources Management			
Human Resources & Talent Management	1	88	\$ 3,706.00
Payroll with Employee Access	1	168	\$ 5,256.00
Recruiting	1	16	\$ 727.00
Time & Attendance w Mobile Access - Up to 150 Employees	1	80	\$ 5,918.00
Revenue Management			
Cashiering	1	24	\$ 3,594.00
Resident Access	1	24	\$ 2,200.00
Utility Billing CIS	1	92	\$ 5,269.00
Utility Billing Meter Interface	1	16	\$ 1,737.00

Content Management			
Content Manager Core	1	24	\$ 4,856.00
Data Insights			
Enterprise Analytics and Reporting	1	40	\$ 4,070.00
Additional			
Enterprise Forms Processing Software (including Common Form Set)	1	0	\$ 5,440.00
TOTAL		764	\$ 63,152.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Management	96	\$ 175.00	\$ 0.00	\$ 16,800.00	\$ 0.00
Conversions – See Detailed Breakdown Below				\$ 55,300.00	\$ 0.00
Onsite Implementation	208	\$ 200.00	\$ 0.00	\$ 41,600.00	\$ 0.00
Remote Implementation	556	\$ 175.00	\$ 0.00	\$ 97,300.00	\$ 0.00
TOTAL				\$ 211,000.00	\$ 0.00

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit		Unit	Unit		Total
			Discount	Total Price		Maint/SaaS	Maint/SaaS	
Cash Drawer	1	\$ 260.00	\$ 0.00	\$ 260.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner - Model 1950GSR	1	\$ 450.00	\$ 0.00	\$ 450.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner Stand	1	\$ 30.00	\$ 0.00	\$ 30.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Printer (TM-S9000II)	1	\$ 1,623.00	\$ 0.00	\$ 1,623.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL				\$ 2,363.00				\$ 0.00

Summary

2024-459880-G1B4C5

One Time Fees

CONFIDENTIAL

Recurring Fees

Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 63,152.00
Total Tyler Services	\$ 211,000.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 2,363.00	\$ 0.00
Summary Total	\$ 213,363.00	\$ 63,152.00
Contract Total	\$ 276,515.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Financials				
Accounting	1	\$ 4,000.00	\$ 0.00	\$ 4,000.00
Accounts Payable	1	\$ 6,200.00	\$ 0.00	\$ 6,200.00
Purchase Orders	1	\$ 3,600.00	\$ 0.00	\$ 3,600.00
Human Resources Management				
Human Resources Management	1	\$ 14,300.00	\$ 0.00	\$ 14,300.00
Revenue Management				
Utility Billing	1	\$ 27,200.00	\$ 0.00	\$ 27,200.00
TOTAL				\$ 55,300.00

Optional Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Civic Services			
My Civic	1	32	\$ 6,000.00
TOTAL:		32	\$ 6,000.00

Optional Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Onsite Implementation	8	\$ 200.00	\$ 0.00	\$ 1,600.00	\$ 0.00
Remote Implementation	24	\$ 175.00	\$ 0.00	\$ 4,200.00	\$ 0.00
TOTAL				\$ 5,800.00	\$ 0.00

Optional 3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Pattern Stream Automated Document System - Implementation	56	\$ 175.00	\$ 0.00	\$ 9,800.00	\$ 0.00	\$ 0.00	\$ 0.00
Pattern Stream Automated Document System - SaaS	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 12,893.00	\$ 0.00	\$ 12,893.00
TOTAL				\$ 9,800.00			\$ 12,893.00

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation Rapid Identity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

The SaaS fees for product that are not named users are based on 16 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Accounting conversion includes: Actuals (total balances only) up to 5 years, Budgets (total balances only) up to 5 years

Accounts Payable conversion includes: Standard - Vendors, Remit Addresses, 1099 Amounts, Check History(Header, Detail) - up to 5 years, Invoices (Header, Detail) - up to 5 years

Human Resources Management conversion includes: Standard - Employee Master, Address, Accumulators (Earnings & Deduction totals by period) - up to 5 years, Check History - up to 5 years, Earning/Deduction History - up to 5 years, PM Action History - up to 5 years, Certifications, Education

Purchase Orders conversion includes: Standard - Open POs, Closed POs - up to 5 years

Utility Billing conversion includes: Standard - UB Account, CID's, Services/Meter Inventory, Assessments, Consumption History - up to 5 years, Balance Forward AR, Service Orders, Backflow, Budget Billing, Flat Inventory/Containers



Enterprise ERP

Empowering the Public Sector With an Integrated ERP Solution

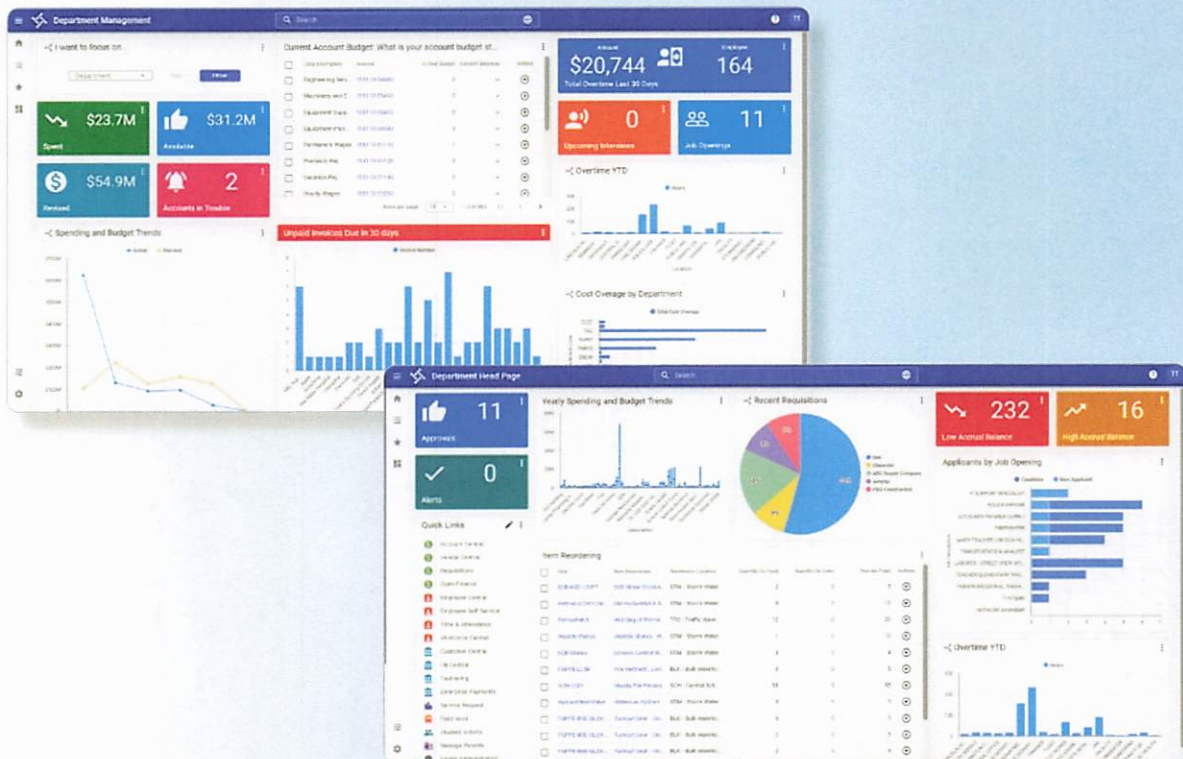


Connect Your Organization

Managing the fiscal operations of a municipality or school district requires vision — the ability to see beyond organizational divisions, monitor key business intelligence across departments, identify trends from year to year, track workflow, and much more. Without this level of access and control, it is difficult to operate efficiently, be responsive, and plan for the future. Tyler Technologies is committed to providing cloud solutions like Enterprise ERP that allow you to manage day-to-day operations while staying strategically aligned with long-term plans.

Enterprise ERP is a powerful enterprise resource planning solution that integrates your financials, payroll, human resources, purchasing, fixed assets, revenue streams, civic services, and community engagement. It breaks down departmental data silos, streamlines processes, and eliminates duplicate data entry.

With customized Hub dashboard pages, automated workflow, and wizards your staff can work more efficiently and be more responsive to your constituency. And Tyler's cloud solutions provide the functionality, scalability, and security that local governments and school districts now expect.



Hub is a powerful platform that creates connections between your desktop and multiple data sources such as Accounts Receivable, General Ledger, Utility Billing, and other Tyler solutions to monitor key processes, execute routine tasks, and view real-time reporting.

One Solution for Your Operations

Enterprise ERP has a broad suite of applications that can be implemented to meet your organization's needs today and for years to come.



Enterprise Financial Management

As a true multi-fund accounting system, Enterprise ERP provides the rigorous fiscal controls to manage grants, track project costs, measure project performance against goals, and forecast your budget needs. Enterprise ERP also offers key flexibility such as the ability to customize your general ledger chart of accounts, set up role-based permissions, and create custom Hub pages, workflows, and special reports.

- Accounts Payable
- Activity Accounting
- ACFR Statement Builder
- Budgeting
- Capital Assets
- Cash Management
- General Ledger
- Priority Based Budgeting
- Project & Grant Accounting



Enterprise Human Resources Management

Enterprise Human Resources Management provides the tools you need to attract and hire the right talent, to cultivate their performance and to align their contributions with your larger organizational goals. Enterprise Human Resources Management streamlines HR processes — from online recruiting and application processing to implementing position controls and performance reviews. Employee Access provides staff with secure access to their personal data, including payroll information, time-off requests, online benefits enrollment, and more.

- Employee Access
- HR Management
- Payroll
- Recruiting
- Risk Management
- Talent Management



Enterprise Procurement

Enterprise Procurement provides the tools to manage public sector procurement processes effectively. It automates competitive bids and requisitions, manages contracts, centralizes inventory and assets, and provides the framework for competitive spend analysis, vendor sourcing, and contract negotiation. Adding Vendor Access further closes the gap between purchasing and vendors to drive savings across your organization.

- Bid Management
- Contract Management
- Inventory
- Purchasing
- Vendor Access





Enterprise Revenue Management

Enterprise ERP streamlines a broad range of revenue and collection services, including tax and billing. It provides community members with 24/7 access to their central billing account and online payment portal for electronic bill presentment and payment.

- Accounts Receivable
- Animal Licenses
- Business Licenses
- Cashiering
- Central Property
- General Billing
- Parking Tickets
- Payments
- Tax Billing



Enterprise Utilities

Enterprise ERP's utility applications empower users and the communities they serve. This comprehensive utilities software suite integrates with your financial, asset management, and revenue management applications to improve access to information and customer service, promote customer bill payment compliance, and ensure utility work orders are addressed.

- Resident Access
- Smart Meter Access
- Special Assessments
- Utility Access
- Utility Billing



Integrations to Optimize and Empower

Tyler offers an extensive range of applications that integrate with Enterprise ERP out of the box. Whether it's managing documents, surfacing insights, enabling civic engagement, managing assets, or more, Tyler-wide solutions connect your organization and your community.

- Content Manager
- Data & Insights
- Enterprise Asset Management
- Enterprise Permitting & Licensing
- Enterprise Service Requests
- Interactive Reporting
- Meeting Manager
- My Civic
- Notify

Evolves to Meet Your Changing Needs

Enterprise ERP is a dynamic solution that evolves with new features, technology, and expanded services to ensure clients are never left behind with outdated software or support.

Facilitates Integration Across the Organization

Enterprise ERP provides a single version of truth — an integrated set of data that is accessed across your organization. This eliminates repetitive data entry, provides centralized workflow review, and expands your ERP reach through integration with other Tyler solutions for transportation, transparency, communications, digital storage, and more. Enterprise ERP provides a range of solutions, a consistent interface, and a single partner for technical support.

Optimizes User Experience

Enterprise ERP was designed with you in mind and provides toolbar icons to simplify navigation and integration with Microsoft Word®, Excel®, Outlook®, and SharePoint® to improve productivity, smart process tools, like command centers for at-a-glance access to key data, and wizards to walk you through infrequently performed processes, such as employee onboarding or budget projections.

Automates Content Management

Tyler's Content Manager solution automates document handling — from batch scanning, indexing, and storage, to immediate document retrieval. Content Manager automatically links purchase orders, forms, and other documents to reduce clerical work and ensure your supporting documentation is accessible when you need it. Content Manager reduces your paper usage, file storage space, printing, and postage costs, as well as staff time spent filing and retrieving paper information.

Efficient Connectivity Between Enterprise ERP and Third-Party Systems

Tyler's API Toolkits and API Connectors add value to your organization by letting you create your own integrations to share data between Tyler and non-Tyler applications. The API Developer Portal, included with all API offerings, is a powerful RESTful API gateway that makes accessing Tyler application data and processes through Toolkits and Connectors easy and intuitive.

Simplifies Data Analysis and Reporting

Tyler's Analytics and Reporting tools help clients improve data management, analysis, information sharing, and report delivery. Hub and central programs provide immediate, out-of-the-box views of key information that can be configured by a user based on role and preference. Additionally, Tyler employs a dedicated Enterprise ERP state reporting team responsible for ensuring you remain in compliance with state and federal reporting mandates.

Support for industry-leading business intelligence and ad hoc reporting tools offer additional flexibility and customization while still using existing application permissions. Executive Insights enables finance directors, mayors, city managers, superintendents, and department leads easy access to the data they need to understand and monitor their organization's health and performance.

Delivers Transparency

Tyler's Open Finance solution works with Enterprise ERP to meet the demand for open government and accountability. An Open Finance custom site links to your municipal website and provides your constituents with 24/7 access to up-to-date financial data. It uses charts and graphs to make data easy to understand. This cloud-based solution meets the public's need for information, reduces Freedom of Information Act requests, and requires no on-site equipment or technical support.

Drive Data-Driven Decision-Making with Interactive Reporting

Tyler's Interactive Reporting application makes it easy to configure data, create intuitive visualizations, and automate report creation and sharing. Accessed directly from Hub, Interactive Reporting consolidates data from across your organization, providing accurate, comprehensive insights from a centralized location. Pre-defined alerts can be easily set up to inform individuals that a relevant goal is projected to go off track. By embracing a data-centric approach to operations, clients improve internal communication and information sharing, while also supporting increased transparency with residents.

Tyler Integrations Optimize and Empower

As part of Tyler's extensive ecosystem of public administration solutions, Enterprise ERP offers the benefits of single-vendor, out-of-the-box software integrations that optimize operations across departments. Tyler integrations break down data silos with shared critical organizational data, automate workflows, and much more.

Users of integrated software benefit from shared user experiences, and IT departments are no longer tasked with connecting and customizing disparate systems. Whether linking finance to permitting, public works to HR, or assessors to planners, our integrated solutions make valuable connections. We are committed to delivering integrations that are making connected communities a reality.

Aligning Budgets With Community Priorities

Tyler's Priority Based Budgeting, powered by ResourceX, enables governments and school districts to easily uncover budget savings, identify revenue possibilities, better allocate funds, and create sustainable, fiscally responsible budgets.

Priority Based Budgeting harnesses AI and machine learning to align government resources with your community's highest priorities. Priority Based Budgeting establishes a transparent budget development process by aligning funding decisions with strategic priorities.

Empowering Community Engagement

Resident Access empowers residents to manage accounts, pay bills, access vital information, and submit service requests with ease, while our comprehensive mobile app, My Civic, connects residents with your organization and encourages community engagement by facilitating the sharing of surveys, polls, and event listings. Open Finance provides fiscal transparency and fosters trust in your organization by offering constituent-friendly visualizations of your budget and spending, and our Vendor Access portal enables transparent interactions between vendors and your organization.

Cybersecurity Services You Can Count On

Tyler's Cybersecurity Managed Detection & Response, Continuous Vulnerability Scanning, and Professional Services harden networks and valuable assets against external and internal cyberattacks — integrating accelerated response tactics and solutions. Tyler's Cybersecurity suite of services and solutions spans cybersecurity readiness, strategic planning, training, and testing with real-time 24/7 threat detection.

Client Support

Tyler's support team is staffed by in-house Enterprise ERP experts who provide everything from routine technical support to continuous product training. You'll benefit from support staff who receive ongoing Enterprise ERP product training. Each team member focuses on a group of applications such as payroll, state reporting, purchasing, and other applications, enabling them to provide quick and detailed solutions. With Tyler client support, you can rest easy knowing you have hundreds of highly-trained experts behind you every step of the way.

Enterprise ERP support options — what's best for you?

- Log in to our client portal to request support and to monitor incident response
- Use GoToAssist™ Support Center for desktop sharing
- Email our technical support team

Self-service options

- Log in to Tyler Community for forum discussions on a range of topics
- Query Tyler Search for fast information
- Use wizards for infrequently performed procedures
- Access knowledge articles to download product support documents
- Follow along with embedded product training through Tyler Coach
- Attend local or national user group meetings

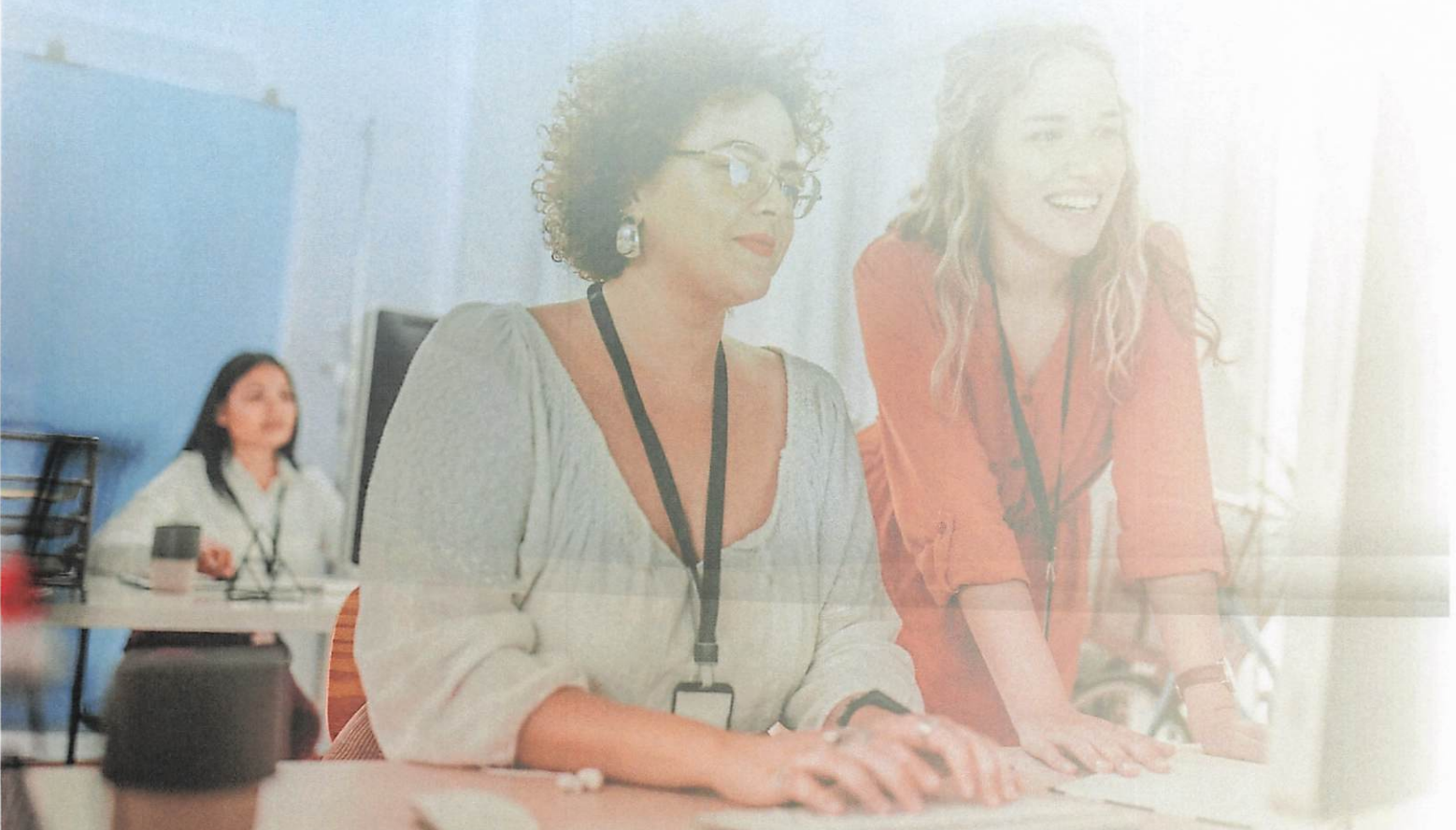
Services

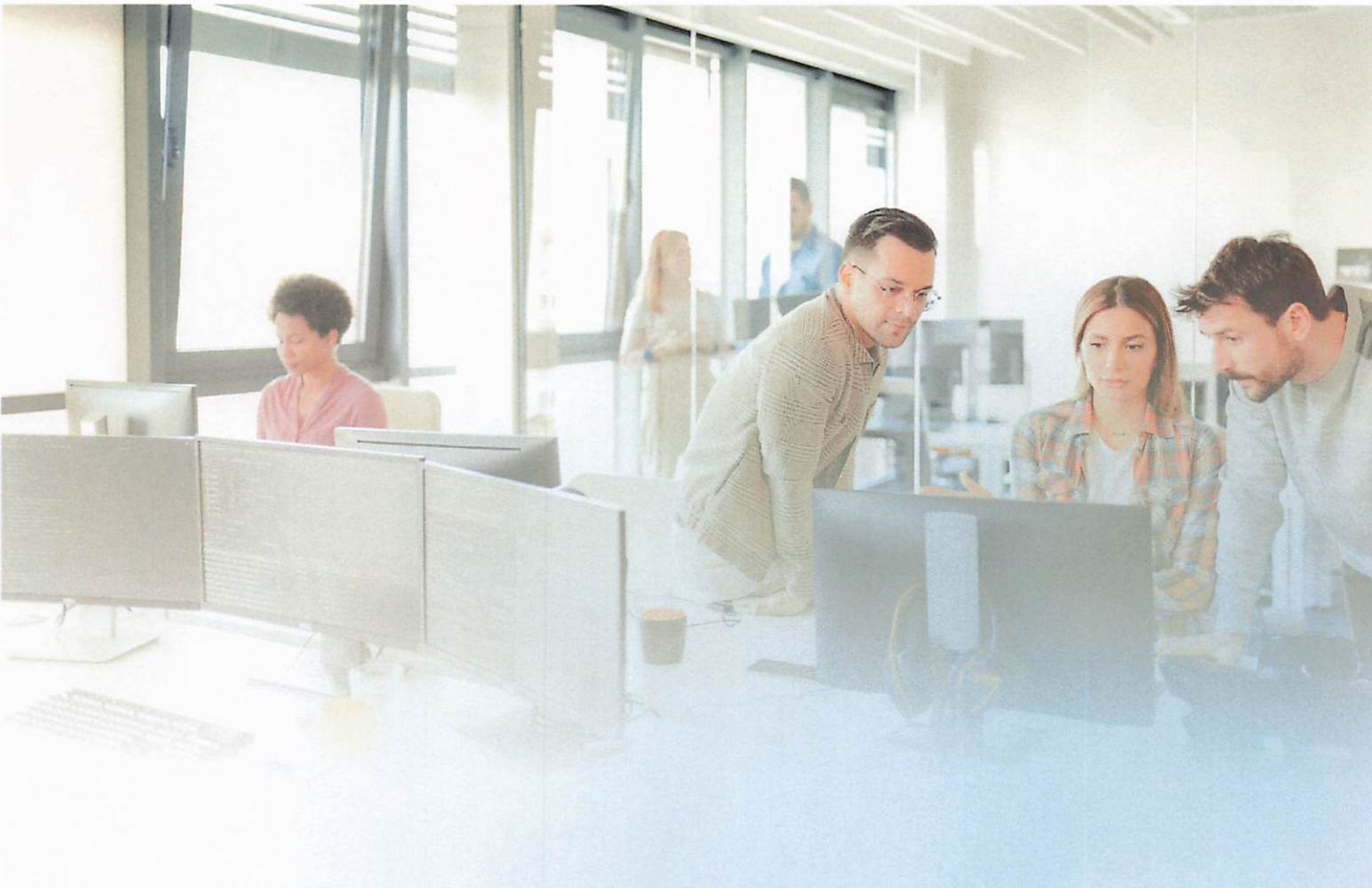
Implementation

At Tyler, we believe your software should be delivered and implemented on schedule and within budget. That's more than a goal for Tyler — it's an expectation. Our implementation process is based on three important foundations: experience, people, and the inclusion of the Project Management Institute (PMI) methodology.

Tyler uses PMI's globally recognized science and methods to manage all implementations. These principles are deployed by Tyler's greatest assets, our in-house experts backed by our comprehensive resources. Each implementation takes into consideration the client's current organizational needs and practices, and Tyler's best business processes and productivity tools. Leveraging your Tyler software to improve overall operations is an investment, but the ultimate return is tied directly to a successful implementation. Tyler's closely-monitored and controlled implementation process is designed for your success.

Our implementation process demonstrates our long-term commitment to you. In the short term we ensure that you are able to go-live with confidence. With decades of experience and more than 44,000 successful installations across almost 13,000 locations, Tyler ensures an outcome that exceeds expectations. From the first meeting to the final sign off, Tyler is with you every step of the way.





Why Tyler?

Tyler Technologies is committed to the public sector. We develop software and support solutions that meet the specific requirements of local governments, municipalities, and schools — and have been doing so since 1979. Our staff implements more than 100 new Enterprise ERP sites each year, providing client training, developing new features, and providing technical support. By serving thousands of clients nationwide, we are able to see common issues, help identify best practices, and develop innovative solutions for our clients. Tyler is committed to helping you maximize your Enterprise ERP solution today and for years to come.

About Tyler Technologies, Inc.

Tyler Technologies (NYSE: TYL) is a leading provider of integrated software and technology services for the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities to operate efficiently and transparently with residents and each other. By connecting data and processes across disparate systems, Tyler's solutions transform how clients turn actionable insights into opportunities and solutions for their communities. Tyler has more than 44,000 successful installations across 13,000 locations, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations. Tyler has been recognized numerous times for growth and innovation, including on Government Technology's GovTech 100 list. More information about Tyler Technologies, an S&P 500 company headquartered in Plano, Texas, can be found at tylertech.com.

info@tylertech.com | 1.833.895.3783 | tylertech.com



Empowering people who serve the public®





Enterprise Financial Management

powered by Munis®



A Single Solution That Improves the Way You Work

Designed specifically for the public sector, Tyler's Enterprise Financial Management application can handle every aspect of your accounting, budgeting, and procurement needs. As a core component of our advanced enterprise resource planning software, it is specifically designed to work the way you do.

Enterprise Financial Management addresses the financial and accounting needs of the public sector with one powerful and easy-to-use solution. The fully integrated solution offers fast access to information, simplified reporting, and time-saving work flow to help local governments and school districts ensure accountability, make informed business decisions, and increase financial transparency.

Achieve Accountability and Transparency with Enterprise ERP

Financial management in the public sector has never been more complex. Organizations must justify program and service costs, adhere to complex and constantly changing standards, and adapt to an increased need for transparency — without increasing labor costs.

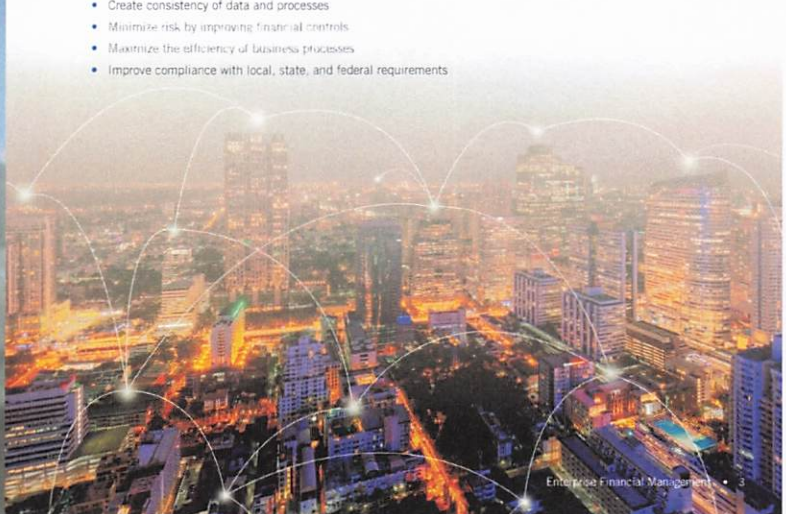
Enterprise Financial Management was designed specifically to meet the demands of organizations like yours, streamlining financial management processes to provide a 360-degree view of your financial information to enable strategic decisions.

Transform your financial management with Enterprise ERP

Our applications help you easily integrate important financial data and streamline processes throughout your organization to provide tools for informed decision-making, greater efficiencies, and maximized resources.

Benefits of Enterprise Financial Management

- Gain real-time insight into business processes for strategic decision making
- Improve operational efficiency, effectiveness, and responsiveness
- Create consistency of data and processes
- Minimize risk by improving financial controls
- Maximize the efficiency of business processes
- Improve compliance with local, state, and federal requirements



Integrate Data Across Your Organization

General Ledger

The general ledger is the backbone of your organization's finances. For maximum efficiency and transparency, you need to capture transactions once in a way that is fully documented, completely traceable, and accessible to everyone within your organization and community.

The power of General Ledger lies in its tight integration with all other Enterprise ERP modules. It provides quick online access to account information, including the ability to easily view transaction details such as purchase orders, invoices, payroll data, and cash receipts, as well as a detailed audit trail across applications.

General Ledger is a comprehensive and easy-to-use journal processing system for multi-fund budgeting and accounting that meets Governmental Accounting Auditing and Financial Reporting (GAAFR) and Generally Accepted Accounting Principles (GAAP) standards. General Ledger automates journal entries, capturing transactions through single entry and documenting transaction details that are completely traceable, providing valuable transparency within your organization and district.



Tools for Today to Plan for Tomorrow

Budgeting

Access to detailed facts, figures, and data is key to making good budgeting decisions. Enterprise ERP provides industry-leading tools designed to help you plan, manage, and monitor your budget-related activities throughout the year, so your community operates from a strong foundation.

Simplified financial planning and budgeting tools in Enterprise ERP gives you tools to effectively check transactions against budgets, run statistical data, and link dollars to results in real time. Whether you work on an annual, biennial, or even a ten-year capital budget, our advanced — yet easy-to-use — tools help you manage both existing and projected budgets.

Managing your budget is made easy with tools for decentralizing internal departments, importing and exporting to Microsoft® Excel® for easy manipulation and analysis, and forecasting the impact of salary and benefit costs. Users across your organization and district have insight into account balances in real time, from the time a requisition is created to when the final invoice is paid. Enterprise ERP allows you to see how your budget dollars flow through the encumbrance process while providing you with an accurate reflection of what's been spent and what's still available.

Enterprise ERP provides a complete view of your organization's finances allowing you to streamline and simplify processes, perform budget projection, analysis, and forecasting, and increase efficiency while reducing costs and maximizing resources.

Account	Year	Original	Revised	Encumbered	Available	Committed	Unencumbered	Uncommitted
100-1000-0000	2010	1000000	1000000	500000	500000	0	500000	500000
100-1000-0001	2010	500000	500000	250000	250000	0	250000	250000
100-1000-0002	2010	500000	500000	250000	250000	0	250000	250000

Central Budget Entry

Streamline Operations with Powerful Simplicity



Enterprise ERP My Work mobile app

Procurement

Procurement provides you with an enhanced, fully integrated electronic purchasing system for managing the processes associated with requesting, reviewing, contracting, and purchasing from vendors. From requisition to purchase, Enterprise Financial Management streamlines the entire procurement life cycle.

Procurement increases efficiencies by streamlining the purchasing process, resulting in shorter processing times. The easy flow of information and the ability to customize processes ensure that all of your purchasing requirements and needs are met while improving the purchasing power of your organization.

Easily communicate with vendors using Vendor Access, which integrates with vendor websites providing you the ability to shop online without leaving Enterprise ERP. Plus, Vendor Access empowers your vendors by providing a place to view bids, submit required forms, review invoices, and check information. Enterprise ERP delivers the right tools, functionality, and access to data to help you make the best purchasing decisions for your organization.

Vendor ID	Vendor Name	Address	City	State	Zip	Phone	Fax	Website	Created	Modified	Status	Balance
10000001	ABC COMPANY	123 Main St	New York	NY	10001	212-555-1234	212-555-5678	www.abc.com	2018-01-01	2018-01-01	Active	1000.00
10000002	DEF COMPANY	456 Elm St	Los Angeles	CA	90001	310-555-9876	310-555-4321	www.def.com	2018-02-15	2018-02-15	Active	2500.00
10000003	GHI COMPANY	789 Oak St	Chicago	IL	60601	312-555-2345	312-555-6789	www.ghi.com	2018-03-10	2018-03-10	Active	500.00
10000004	JKL COMPANY	101 Pine St	San Francisco	CA	94101	415-555-3456	415-555-7890	www.jkl.com	2018-04-05	2018-04-05	Active	750.00
10000005	MNO COMPANY	202 Cedar St	Phoenix	AZ	85001	602-555-4567	602-555-8901	www.mno.com	2018-05-20	2018-05-20	Active	1200.00

Vendor Central

Maximize Efficiency with Integrated Applications

Streamline approval processes with advanced work flow

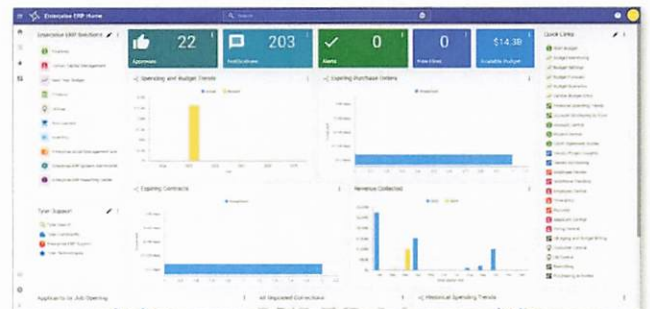
Enterprise ERP reduces data entry and increases efficiency with automated workflow and electronic approvals. This gives you complete control to select which users should be included in each level of the approval process, regardless of how many approvers are required.

Ensure data integrity with role-based security

From purchase orders to budgeting and beyond, Enterprise ERP role-based security is completely customizable, providing you with the control to determine who has access to view, edit, or delete information across your organization.

Maximize user experience

Hub is a powerful platform that delivers the functionality, technology, and convenience of Enterprise ERP — simply, easily, and in one central location. It provides convenient access to launch programs — with the added benefit of displaying role-based information. By connecting the multiple data sources used every day, Hub makes it easy to monitor key processes, quickly perform routine tasks, and eliminate time-consuming data searches.



Hub

Solutions to Deliver Greater Transparency

At Tyler, we understand that you're busy. That's why we've created tools to simplify your most critical processes. From reporting to revenue collection and communicating with your community, our tools are designed to provide you with more intelligence and increased transparency so you can spend less time running reports and more time improving your community.

Automate content management

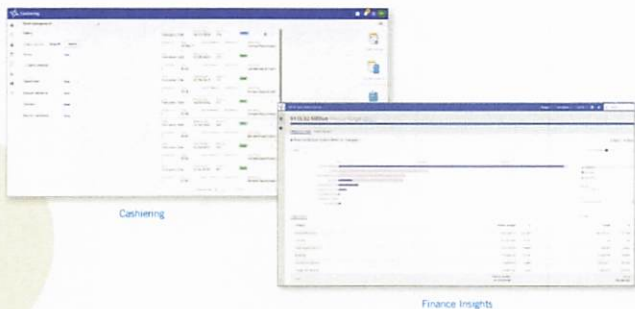
Tyler's Content Manager solution automates document handling across your organization — from batch scanning, indexing, and storage to immediate document retrieval. Content Manager automatically links purchase orders, forms, and other documents to reduce clerical work and guarantees your supporting documentation is accessible when you need it. Content Manager reduces your paper usage, file storage space, printing, and postage costs for significant savings.

Gain effective revenue collection with Cashiering

Manage your organization's revenue collection from multiple locations and collection points with Cashiering. Designed to streamline revenue collections, Cashiering integrates with Enterprise ERP to centralize the collection process and provide exceptional access to cross-system collection tools with a versatile, easy-to-navigate interface.

Manage organizational revenue with payments

Built exclusively for government, Payments is a comprehensive and trusted suite of solutions designed to simplify payment processes and provide secure, flexible, and scalable payment offerings. Native integration with Tyler billing or cashiering systems, as well as industry-leading tooling to automate integration with third-party billing systems, enables government organizations to save valuable time and resources.



Integrated Financial Software Solutions for the Public Sector

Financial Management

- Accounts Payable
- ACFR Statement Builder
- Budgeting
- Capital Assets
- Cash Management
- General Ledger Performance Based
- Budgeting Project & Grant Accounting
- Activity Accounting

Procurement Management

- Bid Management Contract Management
- Inventory
- Purchasing
- Vendor Access

Productivity Tools

- Content Manager
- Enterprise Forms
- Data & Insights

Why Tyler?

Tyler Technologies is committed to the public sector. We develop software and support solutions that meet the specific requirements of local governments, municipalities, and schools — and have been doing so since 1979. Our staff implements more than 100 new Enterprise ERP sites each year, providing client training, developing new features, and providing technical support. By serving thousands of clients nationwide, we are able to see common issues, help identify best practices, and develop innovative solutions for our clients. Tyler is committed to helping you maximize your Enterprise ERP solution today and for years to come.



About Tyler Technologies, Inc.

Tyler Technologies (NYSE: TYL) provides integrated software and technology services to the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions transform how clients turn actionable insights into opportunities and solutions for their communities. Tyler has more than 40,000 successful installations across nearly 13,000 locations, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations. Tyler has been recognized numerous times for growth and innovation, including Government Technology's GovTech 100 list. More information about Tyler Technologies, an S&P 500 company headquartered in Plano, Texas, can be found at tylertech.com.

info@tylertech.com | tylertech.com



Empowering people who serve the public®



Enterprise Human Resources Management

powered by Munis®



A Single Solution That Improves the Way You Work

A holistic system for streamlining the entire employee life cycle, Enterprise Human Resources Management integrates employee data from multiple sources for easy employee recruitment, development, and talent management.

Enterprise ERP, powered by Munis®, makes it easy for you to hire, manage employee data, and support continued employee investments, such as training and succession planning. It empowers human resource administrators to become strategic leaders within their organization by providing easy access to the information needed to make informed decisions about their workforce, manage risks, and maximize the value of their organization's workforce investment. Enterprise ERP delivers the vital integration necessary to provide your team with instant access to information, including budget, project data, employee information, and more.

Built on Tyler's decades of experience focused exclusively on empowering people who serve the public, Enterprise ERP delivers the right tools, functionality, and access to data to help you manage your most valuable asset.



Human Resources and Talent Management

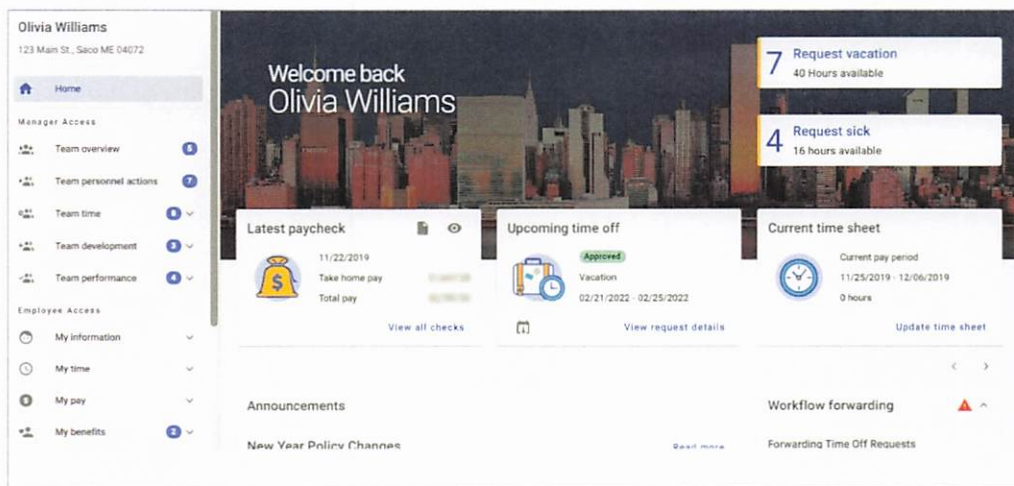
With Enterprise Human Resources Management, your recruitment, compensation, retention, training, and development plans work together to achieve your organization's goals. It delivers powerful business intelligence and functionality to effectively manage your organization's talent. Risk management, succession planning, employee certifications, employee education, employee survey, and employee training are a few, among the many, features available.

Automate the hiring process

Recruiting automates the hiring process and allows you to focus on attracting the right resources more effectively. With Recruiting, you have the ability to upload applications electronically, monitor the status of all job requisitions and applicants, create unlimited customized conditions and applications for each position, and create reports of top scoring candidates for skill and qualification comparisons.

Recruiting functionality allows managers to define their availability for interviews and allows applicants to self-schedule interviews, saving administrative time and energy. Applicants are also able to sign up for pre-employment tests, orientation, and training through Employee Access self-service functionality.

Because Enterprise ERP is a fully integrated system, personal information created in Recruiting is automatically populated in other Enterprise ERP applications, including human resources, talent management and payroll. In addition, all job openings and associated information are available on the role-tailored dashboard.



Employee Access

Streamline employee information management

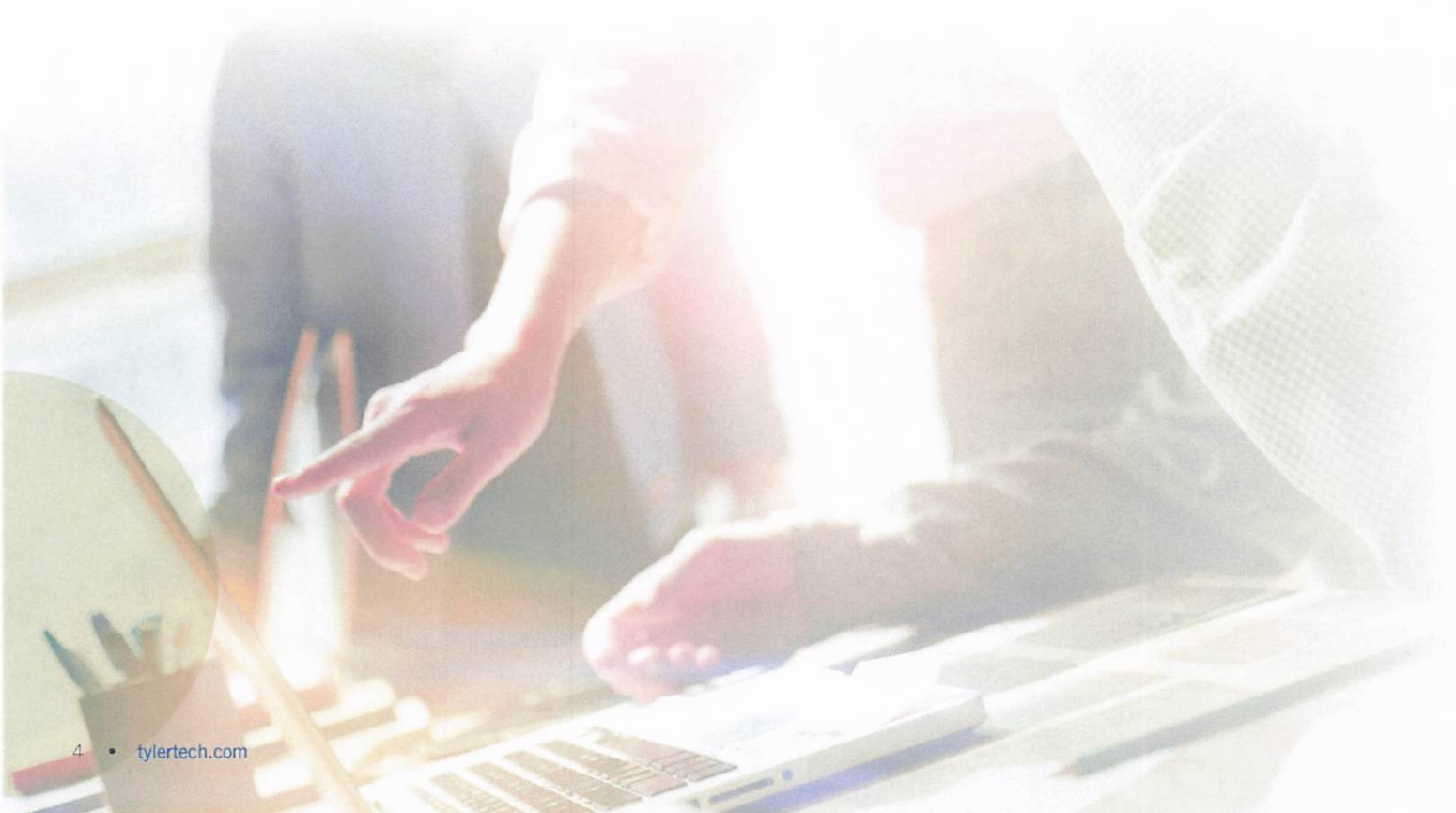
Enterprise Human Resources Management streamlines the process of managing employee information. From personal information and certifications, to benefit elections, wages, promotions and disciplinary history, your important employee information is available in one easily accessible place. By simply making changes in Enterprise Human Resources Management, the information is instantly available in Payroll. Create job descriptions and requirements for new job openings and immediately access that information in Recruiting. Make changes to accrual settings and employees can instantly access updated sick and vacation accruals in Employee Access. Analytic tools and complete reporting also provide your organization's leaders with the right information to make informed decisions about your workforce.

Access centralized view of employee data

Enterprise ERP delivers information to you quickly and efficiently through integrated central applications. Beginning with the HR Command Center, you gain access to a centralized interface with complete visibility over your employees, applicants, benefits, and positions.

The Benefit Enrollment Monitor provides an overview of the whole benefit selection process, from posting benefit options to employee selection and benefit confirmation. This paperless process generates essential benefit reports — such as quarterly 941, enrollment by selection and more — making your analysis of monthly premiums and changes easier than ever.

Position Control Central provides access to staff position information, including current position, salary information, budget information, education, certification, training skills, and other requirements associated with a position.



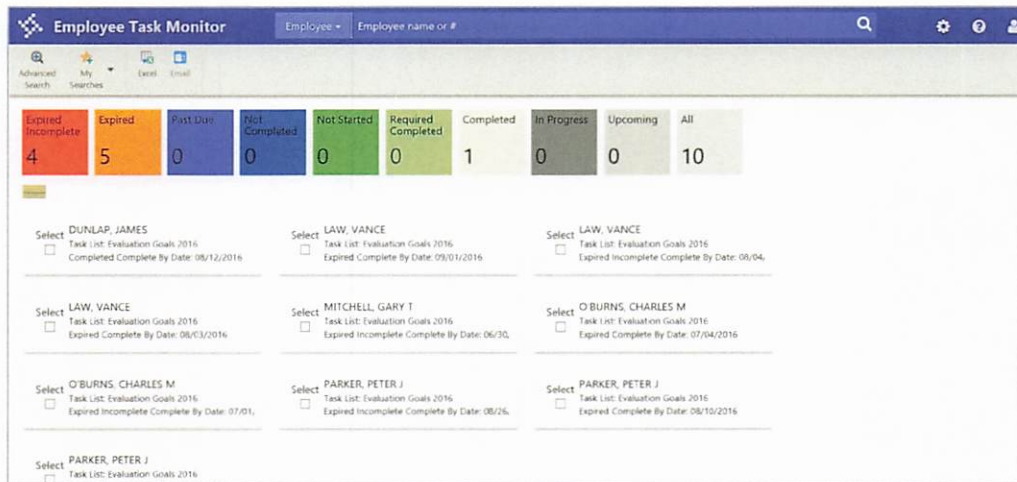
Easily manage career tracks

Talent Management helps you minimize costs, retain talent and align employees with strategic organization goals. For employee evaluations, you are able to set goals at various levels of the organization, including location, organization and job class. HR representatives can easily build and define requirements for career paths, assign each employee to a specific track and monitor their status, all with the purpose of retaining and placing employees in positions that match their skills and knowledge.

Employees are able to self-report external trainings, see trainings for their current position or for a job they are preparing for, and can take a survey online for the class they attended.

Automate employee expense reimbursements

Employee Expense Reimbursement is designed for quick expense report creation, with system-generated travel request and invoice reimbursement numbers, and general ledger account codes that default in once expense types are listed. Create an unlimited number of expense claim form templates, choose whether employees submit reports before or after expenses are incurred and decide whether to reimburse through payroll or by cutting an AP check. When an employee logs into the application — anytime and anywhere, securely over the internet — and enters an employee number, the system automatically populates the expense report fields with data pulled from Payroll. Workflow rules can be set up to direct expense reports to different approvers based on user-defined account codes, amount and department codes, while role-based security ensures sensitive data stays private.



Employee Task Monitor

Manage risk before it becomes a crisis

Job-related injuries and property damage are inevitable. Risk Management provides you with the tools necessary to effectively track, manage and pay property and casualty claims against your organization. It enables you to handle claims quickly and easily from an initial claim to related expenditures: maintain claim-specific data, track claim activity, and record expenses, recoveries and estimated costs. With Risk Management, you can link claims to employee records through direct integration with Enterprise Human Resources Management and evaluate injury-related compensation via integration with Payroll.

Property Damage Claims

Claim ID: 301
Year: 2017
Status: Open
Date Issued: 04/13/2017

Property type: AUTO - AUTOMOBILE DAMAGE
Equipment code: PC2
Asset #: 021202
Location code:
Property desc: Police cruiser damaged during routine traffic stop

Activities: Open Revenue: 0.00, Credit Paid: 0.00
Requisitions and P/O: 0.00
Invoiced: 0.00
Total: 0.00

3 of 3

On the Job Injury Claims

Claim ID: 306
Year: 2017
Status: Open
Date Issued: 04/07/2017

Date of incident: 04/06/2017
Injury location: Y13 - JOHN ADAMS ELEMENTARY SCHOOL
Injured by: MACH - MACHINERY
Nature of injury: BURN - BURN
Body part 1: LIMB - LEG/ARM

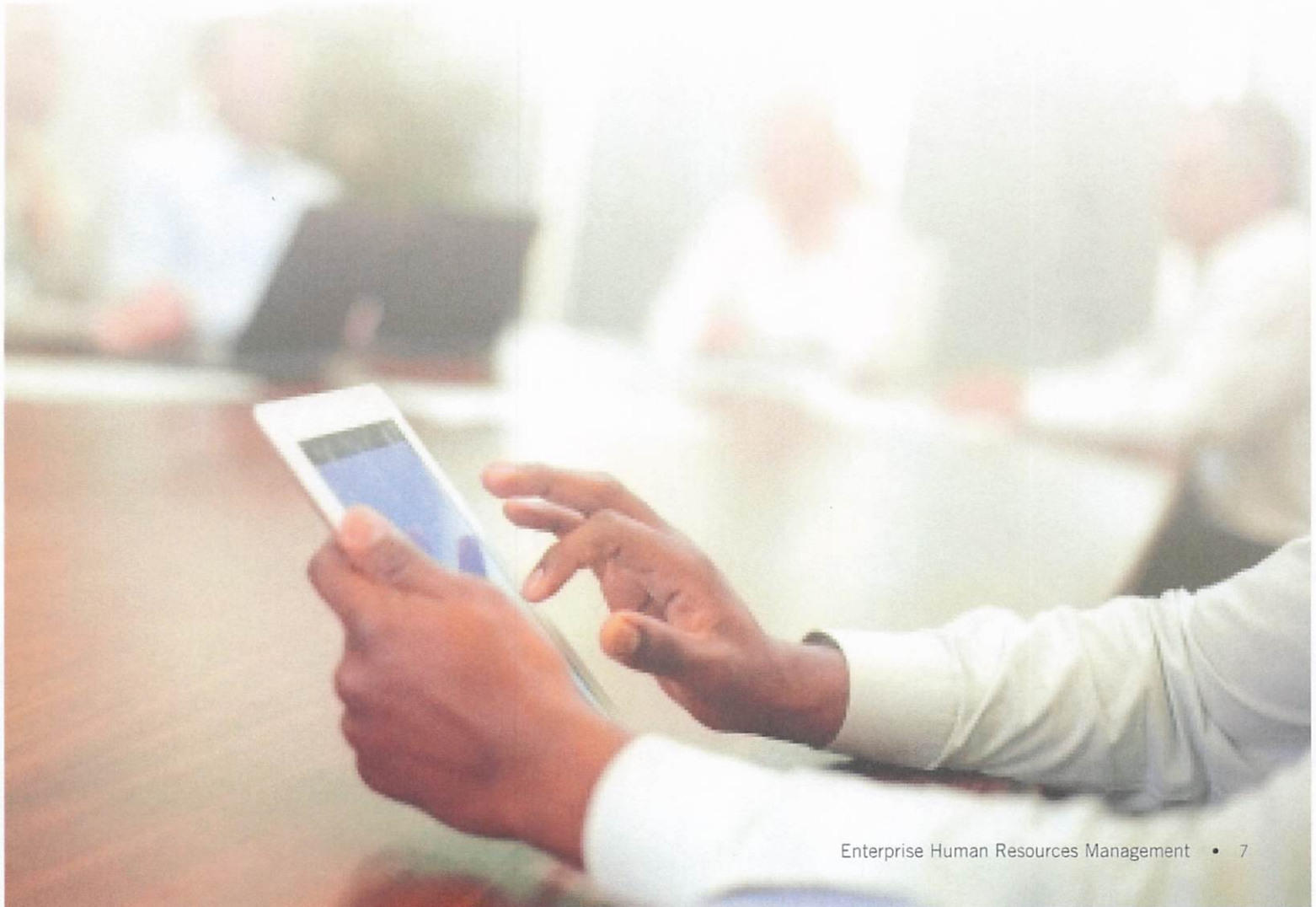
	Open Revenue	Credit Paid	Company/Other	Recovery	Net Proceed	Total Revenue
Damages	0.00		589.85	589.85	0.00	
Requisitions and P/O	0.00					
Invoiced	0.00		0.00	0.00		
Total	0.00		589.85	589.85	0.00	589.85

5 of 5

Simplify data analytics and reporting

Enterprise ERP goes beyond standard reporting, making it quick and easy for users to view and report on key data, such as IRS quarterly 941 reports, hours worked for the Affordable Care Act, and the employer information EEO-4 and EEO-5 reports. Analytics and Reporting includes several tools that help clients improve data management, analysis, information sharing and report delivery. Dashboards and central program applications provide immediate, out-of-the-box views of key information that can be configured by users based on role and preference. Robust Microsoft® Office integration provides seamless data exports to Excel for further analysis.

Support for industry-leading business intelligence and ad hoc reporting tools offer even further flexibility and customization while still using existing application permissions. Enterprise ERP database cubes, built on Microsoft SQL Server Analysis Services, allow you to make better business decisions by easily viewing comparisons, patterns and trends with Microsoft Excel PivotTable and PivotChart reports. Using SQL Server Reporting Services, you can create and manage complex, interactive reports and deliver them in a range of formats. Additionally, Tyler employs a dedicated Enterprise ERP state reporting team responsible for ensuring you comply with state and federal reporting mandates. Your year-end process for W-2, 1099 and all processes related to accrual year-end closing are streamlined and organized for your convenience.



Payroll and Employee Access

Payroll

Payroll is at the core of employee management and must run seamlessly. When employee pay is on the line and your organization's budget is in question, processes must be simplified, streamlined and reliable.

Specifically designed to meet the payroll processing needs of the public sector, Payroll is tightly integrated with many Enterprise ERP modules to eliminate redundant data entry. With Payroll, you can implement a paperless payroll process, streamline a decentralized timesheet entry and ensure all local, state and federal requirements are met.

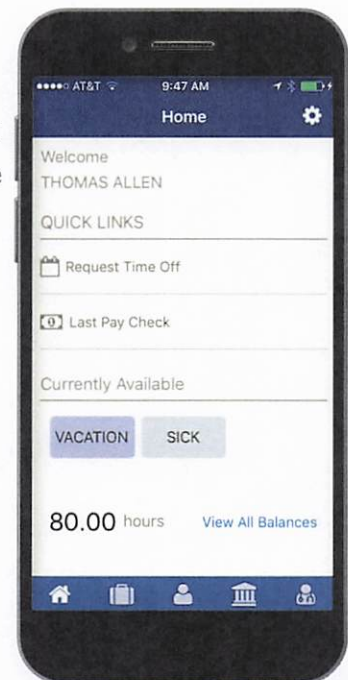
Standard payroll functions include:

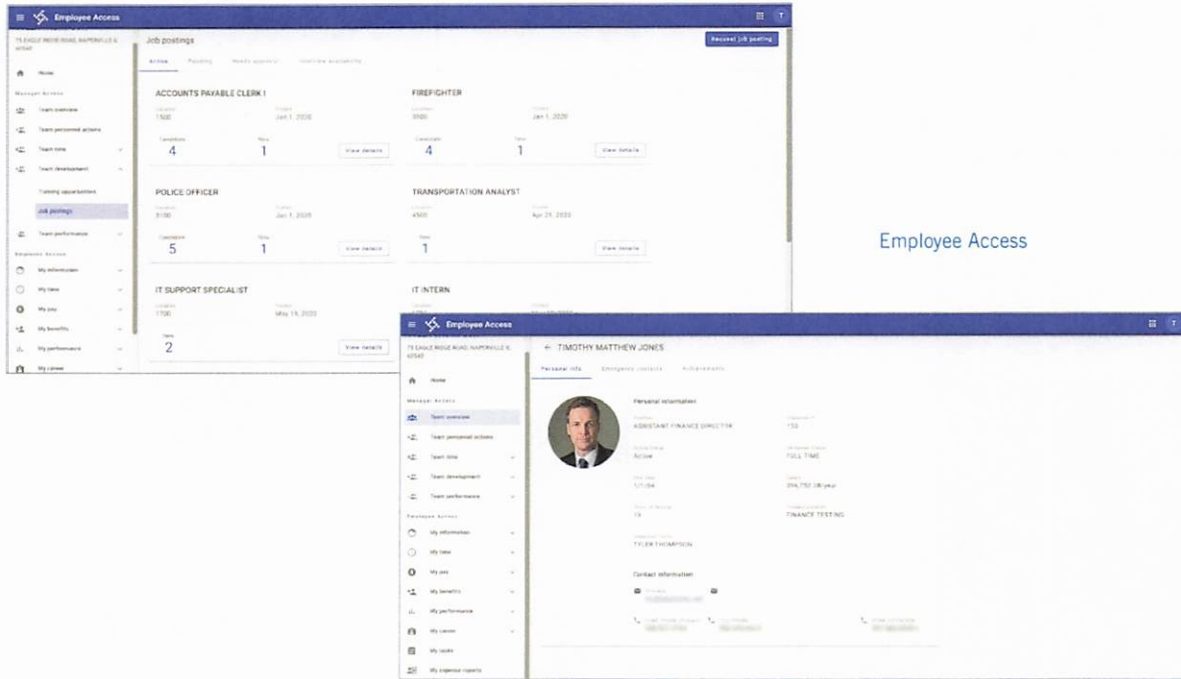
- Payroll and expense reimbursement processing
- Reconciliation of employee insurance reports to monthly premium statements
- Manual or automatic check reconciliation
- Support of electronic timesheet entry and import
- Electronic direct deposit and W-2 notices
- Verification and tracking of employee Social Security Number
- Dependent and emergency contact information

Payroll is fully integrated with Employee Access, which means pay, W-2, tax, benefit and accrual information is available to employees when they sign into your employee self-service website. Any changes made by the employee, such as accrual requests or benefit selection, are transmitted directly to the payroll system for approval to be reflected in employee pay.

Advanced position and budget control within Enterprise ERP allows you to forecast future salary and benefit costs, including step and contract increases, and simulate changes to positions during a specified time period.

Employee Access
device adaptable design





Employee Access

Employee Access

Employee Access is a fully customizable employee portal that actively extracts information directly from your Enterprise ERP database and makes it available to your employees in real-time. Employees can easily monitor and maintain personal and employment information including paid time off, accruals and requests, pay history, benefit selections, job openings, performance evaluations, training and certifications, announcements, and more. A built-in pay calculator allows employees to see the effect that changes will have on the withholding amounts in their net pay.

With Employee Access, HR representatives are able to spend more time acting as a consultant rather than an administrator, and employees have instant access to the answers they need. With Employee Access, managers are provided a consolidated view of their employees including their certifications, training, evaluations, task lists, time off requests, emergency contacts, and timesheets.

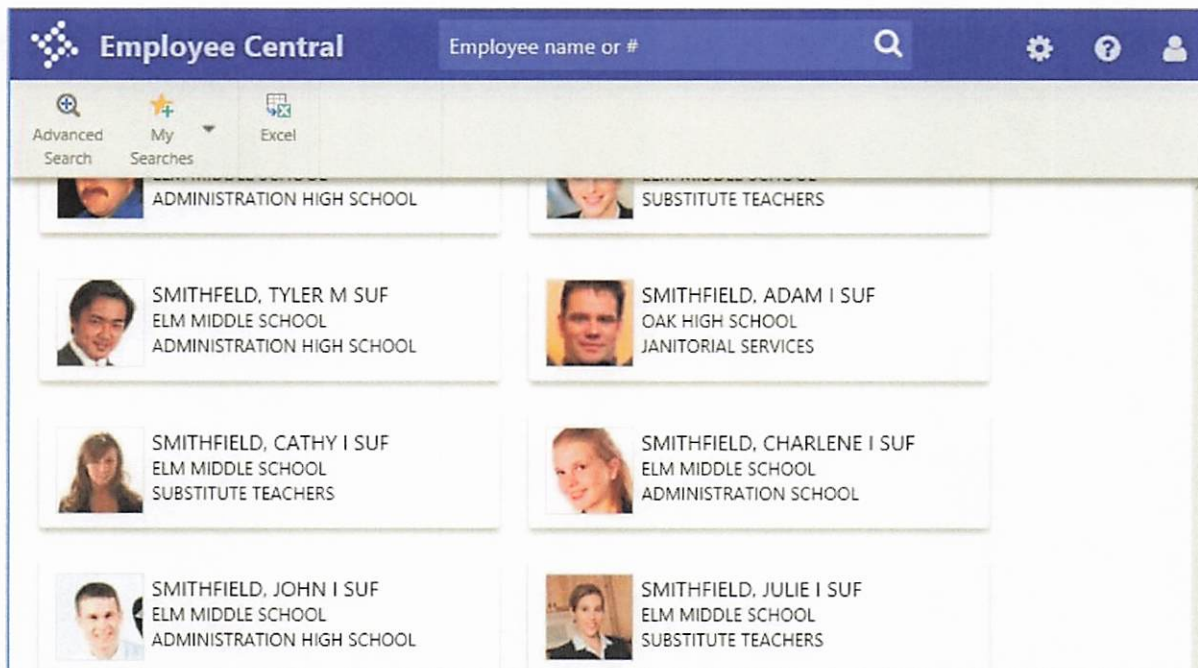
The Employee Access device adaptable design allows users to effortlessly manage their salary and tax information, time off requests, benefits, and personal information. This convenient, portable and easy to use app is available so that you can stay connected anytime, anywhere.

Your Employees Are Your Greatest Resource

Gain a holistic view of your resources

Employee Central provides a comprehensive view of employee information by location, department, job class and more. You can view personal information, compensation, accruals, certifications, professional development, personnel actions, and more from one screen.

Workforce Central provides a high-level overview of your employees, helping you effectively gauge the health of your workforce and analyze data. View up-to-date numbers on head count, open positions and more. You can also drill down to more detailed information by location, job class, group bargaining unit or organization, and apply reduction criteria to determine the impact of a reduction in staff.



Employee Central App

Plan for the future

Salary and Benefit Projections integrates data from the Enterprise Financial Management and Enterprise Human Resources Management applications to help you accurately forecast all employee-related costs, including step raises, vacancies and all benefits for 10 years into the future. With the integration of Enterprise Financial Management and Enterprise Human Resources Management, Salary and Benefit Projections allows you to securely and easily migrate data between modules. You have the ability to:

- Define an unlimited number of budget projections, each with varying assumptions
- Load the budget from contractual agreements, longevity, grade, step raises and benefit projections already defined in Human Resources Management application and Payroll module
- Review payroll encumbrances to see what is available to spend after considering salary and benefit commitments
- Build projections based on prior-year actuals, or an average of up to three prior year's actual amounts, increased or decreased by a specified percentage
- Insert replacement costs into budget projections for assets that are due for replacement in the coming year

The screenshot displays the 'Employee Central' interface for an employee named SMITH, ARRON M JR, who is a teacher at OAK HIGH SCHOOL. The interface includes a navigation bar with various icons and a main content area with several sections:

- Training:** COURSE TYPE B LONG DESCR, Course Date 01/01/2001
- Education:** BACHELOR OF ARTS, HIGH SCHOOL DIPLOMA
- Credentials:** 1
- Certifications:** COURSE TYPE B LONG DESCR, Expiration Date 01/01/2016
- Career Development:** RGJ CAREER TRACK
- Assignments:** 3
- User Defined:** 0
- Fixed Assets:** 0
- Evaluations:** QUARTERLY REVIEW
- Seniority:** MIDDLE SCHOOL TEACHER, 01/01/2014
- 19 Tracking**

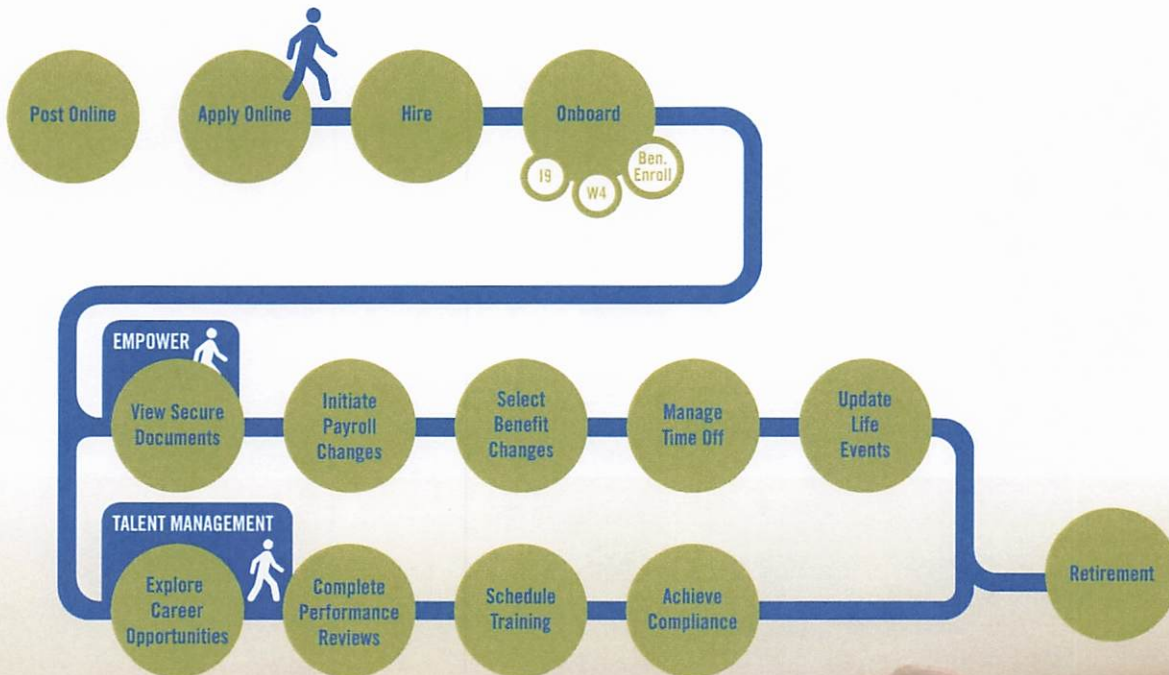
On the right side, there is a 'Compensation' section with a table showing job details:

Job Class	Position Number	Position	Location	FTE	Pay Status	Effective	Grade/Step	Salary
TEACHER	265	TEACHER ADMIN	ELM MIDDLE SCHOOL	1.00	ACTIVE	01/01/2006	RJ2 SAL TBL---X/8	122,080.00

Workforce Central

Empowering Your Employees

Support the Complete Employee Life Cycle



Manage Your Workforce

Enterprise ERP integrates with Time & Attendance, powered by ExecuTime™, Tyler's solution for time and attendance and advanced scheduling. Time & Attendance makes it easy for managers and staff to enter and track time types, manage time-off requests and apply job costing, all while handling multiple pay periods and FLSA guidelines.

Also, many labor costs escalate through human error, manual processes and scheduling conflicts. With Advanced Scheduling, you can automate, simplify and streamline your complex staff scheduling processes while minimizing labor costs and overtime expenses.

Content Management Delivers Efficiency

Eliminate obstacles to productivity

Content Manager brings an integrated content management solution to your fingertips. Your content no longer has to be handled multiple times, stored in several places, misfiled or misplaced. Content Manager streamlines and manages your file content easily and effectively promotes efficient document management, which saves valuable time, energy and dollars.

Integrate document printing

Enterprise Forms helps you control where, how and in what order to print checks, W-2s and other documents by merging your application data with templated electronic form designs. Our advanced output processor negates the need for pre-printed forms; you can use less expensive standard blank paper, bar codes, signatures, bank, OCR and postal fonts and logos, and other data-driven elements that pre-printed forms can't produce.

Libraries of form templates are tailored to work with your Tyler applications and your organization's unique needs. Forms can be printed to your existing network printers and emailed, faxed or saved as a PDF file. Optional high-speed laser printers and addressing systems can save your staff hours — or even days — that are normally spent folding forms and stuffing and addressing envelopes.

Integrated Software Solutions for the Public Sector

**Recruiting
Human Resources & Talent
Management
Payroll & Employee Self
Service
Risk Management
Employee Expense
Reimbursement
Time & Attendance**

Recruiting Features

Applicant Inquiry
Job Openings
Pending Applicants
Form Letters
New Hire Import
Reference Questionnaires
Applicant Reporting
Applicant Scoring
Applicant Interest
Applicant Complaint
Analysis Report
Applicant Central
Hiring Central
Applicant Process Events
Interview Types

Human Resources Features

Position Control and Bud-
geting
Employee Job/Pay Classifi-
cation
Personnel Actions
Leave/Absence Management
Benefits Administration
Separations and
Terminations
Accidents and Injuries
Grievances/Disciplinary
EEO Reporting
Seniority and Tenure
Substance Testing
Case Management
Position/Budget Transfer
Request
HR Command Center

Talent Management Features

Certifications and Training
Evaluations
Succession/Career Planning
Credentials
Document Acknowledgment
Employee Tasks

Payroll Features

Payroll Administration
Employee Maintenance
Payroll Processing
Employee History
Payroll Reports
Salary and Benefit
Projections
W-2 and 1099-R Processing
1095-B/C Processing
State-Specific Reporting
Pension Tracking

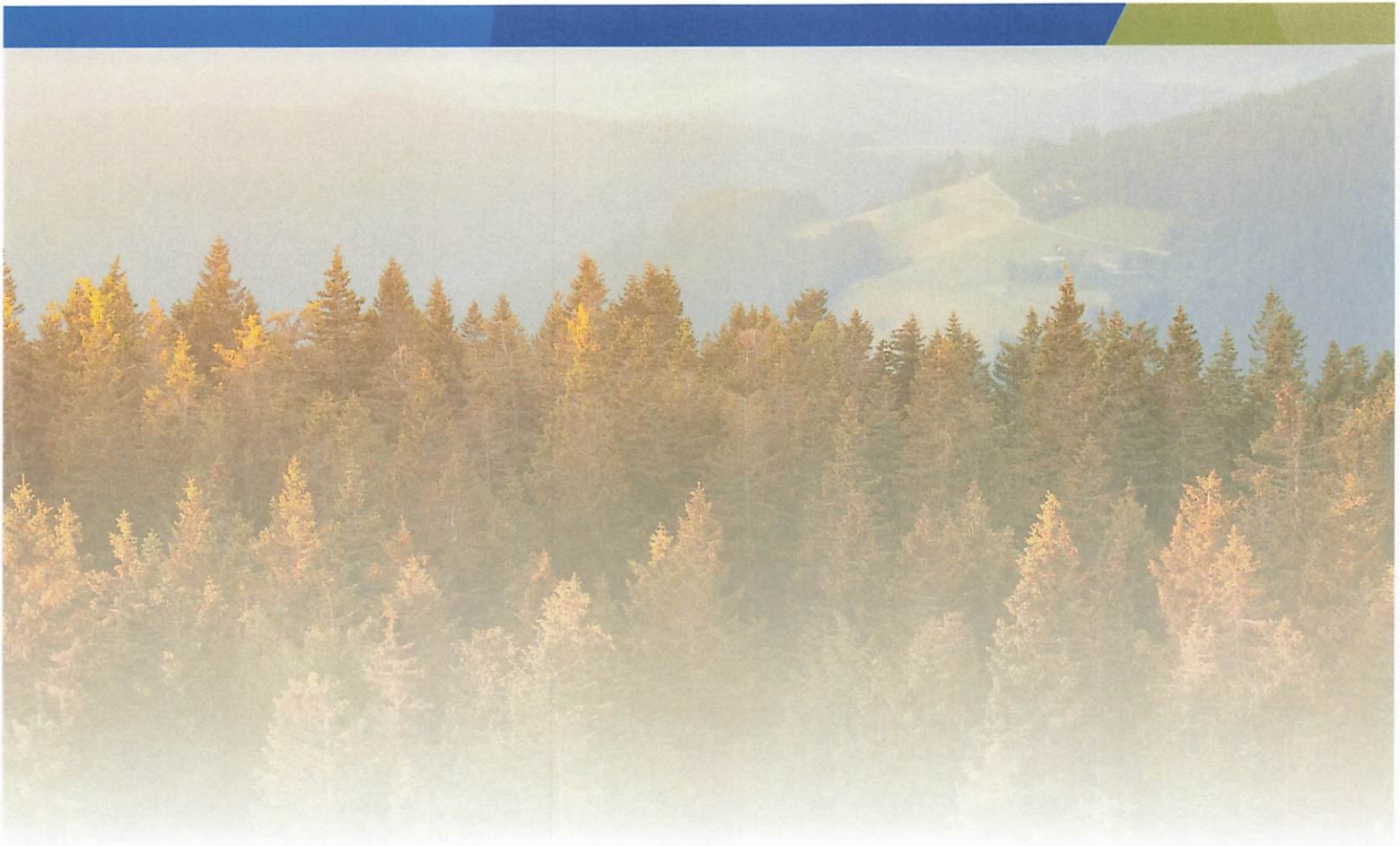
Workforce Management Features

Time and Attendance
Advanced Scheduling

Employee Self Service Features

Tasks
Benefits
Certifications
Credentials
Expense Reports
Pay/Tax Information
Performance Evaluations
Personal Information
Position Transfer
Substitute Teaching
Time Off
Time Entry
Training Opportunities
Employment Opportunities





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Empowering people who serve the public®





Enterprise Utilities

powered by Munis®



Complete Utility Billing Customer Information Management

Developed with an insider's understanding of your challenges, wants, and needs, Tyler's Enterprise Utilities suite streamlines the complex procedures associated with billing, scheduling, and reporting utilities, and allows you to focus on your customers.

Web-based and easy to use, Enterprise Utilities provides the tools to easily manage customer accounts, track work orders, generate utility bills, and collect fees. Billing clerks, service managers, and utility directors have access to detailed information in a seamless, real-time, and intuitive manner — while increasing transparency and improving customer service.

By integrating all of the tools and processes associated with utility services in a strategic and organized manner, Enterprise Utilities provides a complete view of your customers, allowing you to streamline processes across your organization, improve access to information and customer service, promote customer bill payment compliance, and ensure work orders are addressed in a timely manner.

Enterprise Utilities, part of Tyler's Enterprise ERP software suite, was specifically designed for public sector organizations and integrates with many enterprise applications, which significantly lowers total cost of ownership when compared to other utility billing and customer service systems.

Key features include:

- Centralized data and processes
- Full audit trail
- Ability to attach documents to records
- Role-based security
- Integration with Content Manager for full document management
- Integration with Forms for automated bill creation and presentment
- Integration with Enterprise Asset Management™ for tracking meters and labor for utility accounts



Streamline Processes Across the Organization

Advanced Workflow

Enterprise ERP Workflow™ helps you automate the flow of approvals, notifications, and tasks throughout your organization, so the right tasks are carried out by the right people at the right time. Tailor templated business rules to work the way your organization does, such as by defining who must approve bill adjustments or work order requests.

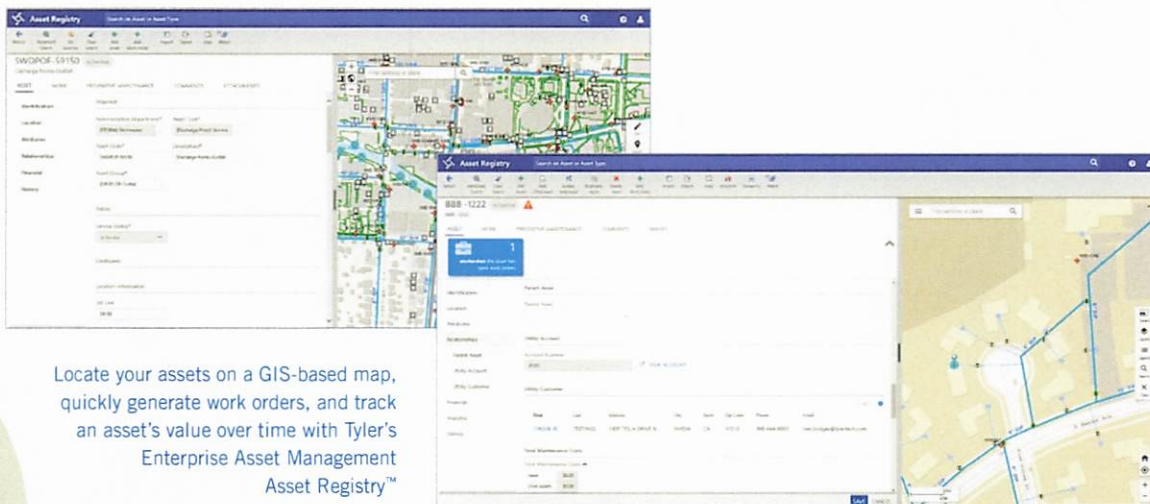
Convenient Setup Wizard

Built-in wizards streamline processes and save time when performing unfamiliar processes. Need to create an account for a new utilities customer? The software's setup wizard will walk you step-by-step through the process. Users can even set up multiple pending accounts at once, such as in college towns where there's a high volume of move-ins and move-outs.

Seamless Integration

In addition to working with other Tyler solutions, Enterprise Utilities is designed to work with third-party tools and systems your organization uses daily. Fully integrated applications results in smooth processes and access to the data when you need it, and how you want it.

This comprehensive application integrates fully with all of your other applications, including financials, tax billing and collections, community development, asset management, revenue, and citizen services. It provides an enterprisewide view of work orders, ensuring seamless payment collection, and empowering administrators to make strategic decisions. For example, when a refund is issued in Enterprise Utilities, Accounts Payable™ automatically generates an AP invoice.



Locate your assets on a GIS-based map, quickly generate work orders, and track an asset's value over time with Tyler's Enterprise Asset Management Asset Registry™

This integration also means customer information is the same regardless of the application used to access the data. Receive a work order to activate water and sewer service to a business? Simply search for and access the customer record to view everything from billing information, to other properties assigned to the customer, to a property's business license.

Integration with Enterprise Asset Management streamlines your ability to manage and maintain your utility assets, such as water meters, by incorporating them into Enterprise Asset Management's robust Asset Registry. Service requests from Enterprise Utilities are automatically converted into work orders in Enterprise Asset Management. Field technicians can access these work orders on their mobile devices using Field Sheet Mobile™. Field Sheet data flows back to Enterprise Utilities to complete project documentation and billing.

Enterprise Utilities also integrates fully with Content Manager so users can electronically file, index, archive, search for, and retrieve documents, such as scanned files, word processing documents, spreadsheets, TIFF and JPEG images, PDFs, and more. Tellers can easily pull up an image of a customer's current or past utility bill to assist with answering their questions in person or over the phone. Customers can easily access a copy of their bill online at any time via Enterprise ERP Resident Access.

A central property file integrates property data, such as tax, property appraisal, and geographic information systems (GIS), from all applications into one comprehensive record. Preparing to place a lien on a property's tax bill due to unpaid utility bills? You can view all data related to the property (e.g. location, ownership, use and zoning, building and construction details, restrictions and hazards, occupancy details by floor, and any fees or fines associated with the owner) right from the utility billing application.





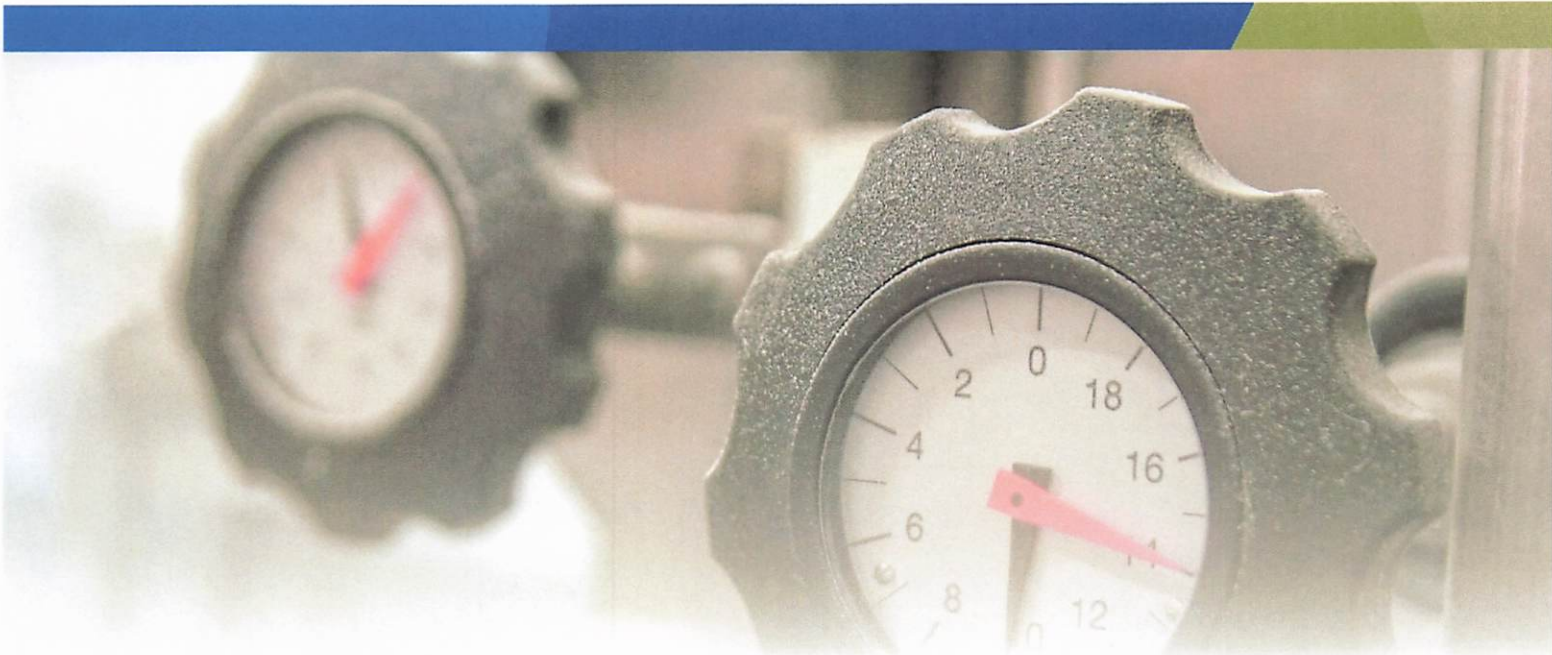
Improve Customer Service Through Access to Information

Accessing and managing utility customer information can be complex and time consuming. Local governments need easy access to complete data to respond to customer questions or issues, analyze trends and variations in customer records, and set and defend utility rates.

Enterprise Utilities provides fast access to key information on the account, customer, or bill level through Utility Billing Central™. Designed to reduce the number of windows a user has open, this central program offers a starting point for adding new customers, services, and deposits; searching for and viewing past, current, and pending customer information and bill details; reverting billing responsibility to a new owner; documenting, locating, and updating customer interactions; and more. Additionally, Enterprise Utilities allows you to:

- Search for customers by general information such as name and address, or parcel
- Examine an onscreen bill breakdown to see how a charge is calculated
- Assign the same customer ID number to multiple accounts for the same customer
- Click on embedded links to view a work order for the account
- View application or construction fees associated with a property
- Create account labels, delinquent notices, lien/delinquent bills, and more
- Generate reports for bank billing registers (EFT), consumption, aging/receivable amounts, and billing summary information

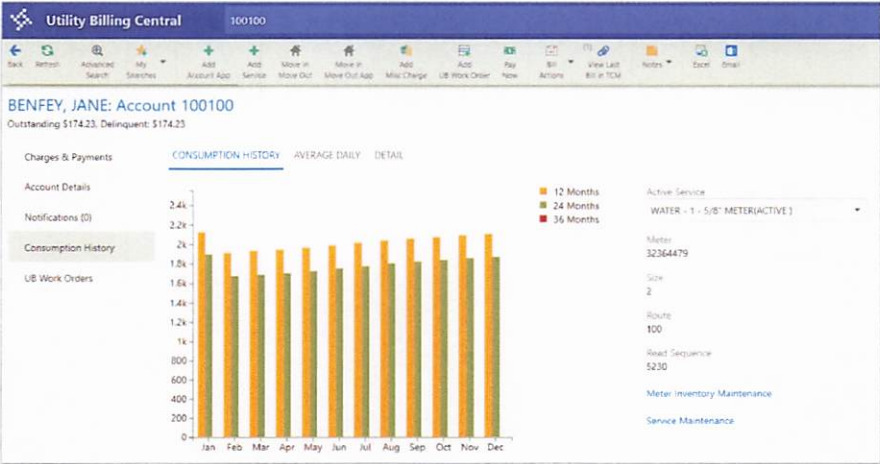
Enterprise Utilities provides maps, charts, and graphs to improve data access and analysis.



Enterprise Utilities also supports “what if” processing and consumption analysis for faster, clearer decision making at the customer interaction level. Is a customer questioning his water bill for the month? You can quickly access the customer’s account to review and analyze current and past usage, as well as average daily consumption to determine if there is an anomaly that would indicate a leak. Overall response time is improved so customers get fast answers or resolutions to their questions and issues.

Convenient tabs provide one-click access to:

- Account balance by summary or charge code
- Account balance based on services and other charges
- Current meter reading and billed amounts, consumption, demand, and KVAR history
- A list of bill records for an account
- Deposit, current, delinquent, interest/penalty, and total balance amounts
- List of all transactions with a running balance

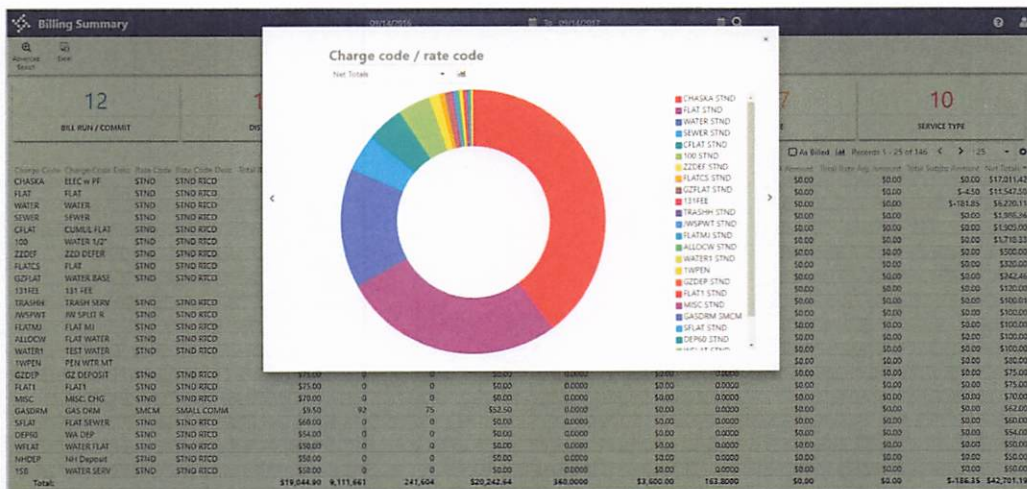


Utility Billing Central

Manage Billing and Collections for Revenue Generation

Next to keeping your customers' services up and running, billing for those services and collecting the revenue your community relies on is a top priority. Enterprise Utilities helps organizations process all metered and non-metered billing functions quickly, easily, and accurately. Generate bills; receive and track payments; maintain historical information regarding services, accounts, and customers; track and verify consumption, and more from one comprehensive application.

- Create bill types, rate codes, and bill formats
- Bill multiple customers at a single property
- Accommodate consumption, flat-rate, based on other assessment, installment agreement, final, and miscellaneous billings
- Use meter reads imported from handhelds, touch, automatic, radio, and fixed-based devices, or retrieved over the air via AMI
- Auto-schedule billing and post-billing (delinquent) processes
- Generate single bill runs based on accounts receivable (AR) category, include multiple AR categories in a single bill run, or multiple bill runs in a single bill print
- Print delinquent notices with user-defined text, and post fees and interest automatically
- Define a winter period and calculate annual winter averages based on consumption to bill service year-round
- Generate single bill runs based on accounts receivable (AR) category, include multiple AR categories in a single bill run, or multiple bill runs in a single bill print
- Print delinquent notices with user-defined text, and post fees and interest automatically
- Define a winter period and calculate annual winter averages based on consumption to bill service year-round



Enterprise Utilities provides the charts you need to understand your operations and business.

Enterprise ERP also makes it easy to email bills to your customers, significantly reducing costs associated with printing and postage.

Real-time integration with Enterprise ERP accounts receivable, general ledger, community development, revenues, civic service solutions, Payments, and Cashiering provides a seamless, centralized cashiering process. This means payments can be entered into Enterprise ERP through any application — by the customer through Resident Access, through EFT direct debit or recurring credit card payments, or manually by your employees. Customize the collections process to your needs by deciding which payment types to accept, whether to allow full or partial payments, and by applying payments on multiple bills.

Need to transfer a lien to a customer's tax bill because of delinquent utility payments? Complete integration with Enterprise Revenue Management allows users to complete this action from one screen and in one step.

Benefits of Enterprise Utilities

Local Governments

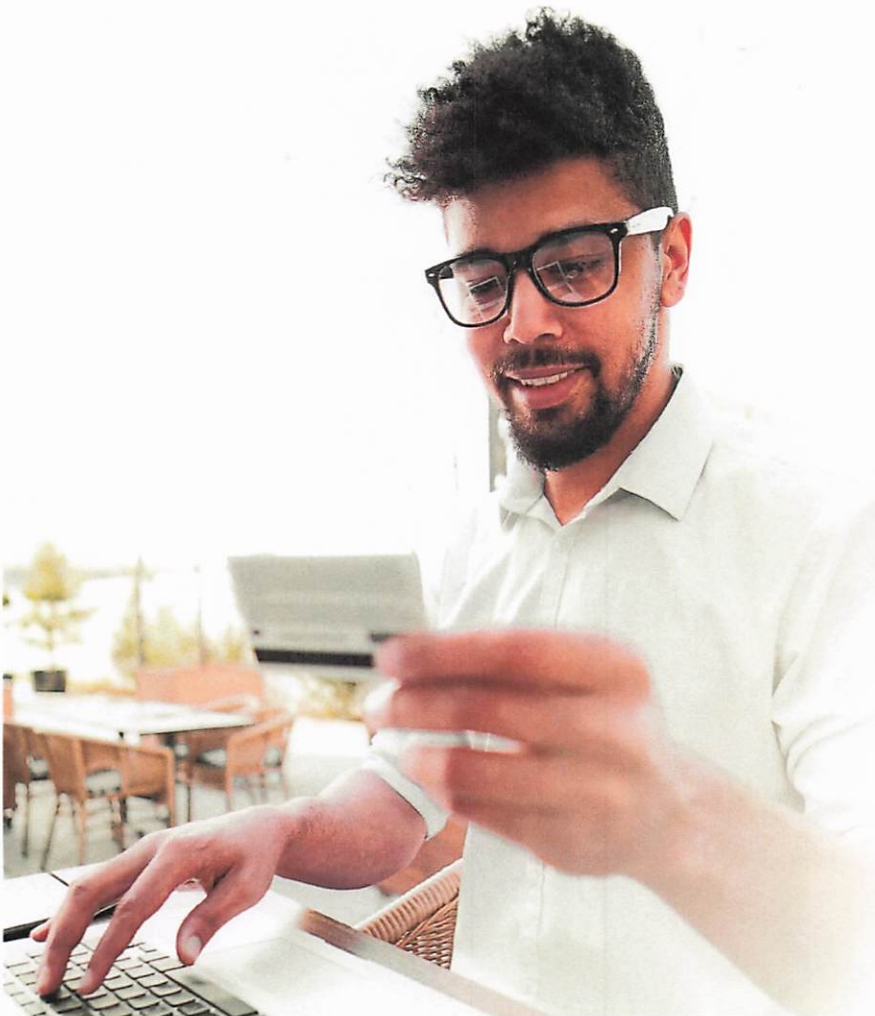
- Enables a paperless organization
- Simplifies the utility billing process
- Accelerates revenue collection
- Puts the focus on the citizen to improve customer service

Employees

- Improves productivity, efficiency, and responsiveness to citizens
- Reduces redundant data entry and creates a single version of the truth
- Automates repetitive tasks and enhances workflow. Enables fast, informed decision making

Citizens

- Improves access to utility account and payment information
- Enables easy bill payment
- Increases confidence in utility services



Track and Control Work Orders

Managing work orders is a critical function for both you and your customer. Customers deserve immediate action once a request is submitted, and organizations must be able to receive, approve, and close work orders quickly and easily. You can rely on Enterprise ERP's powerful functionality to get your customers back on line fast.

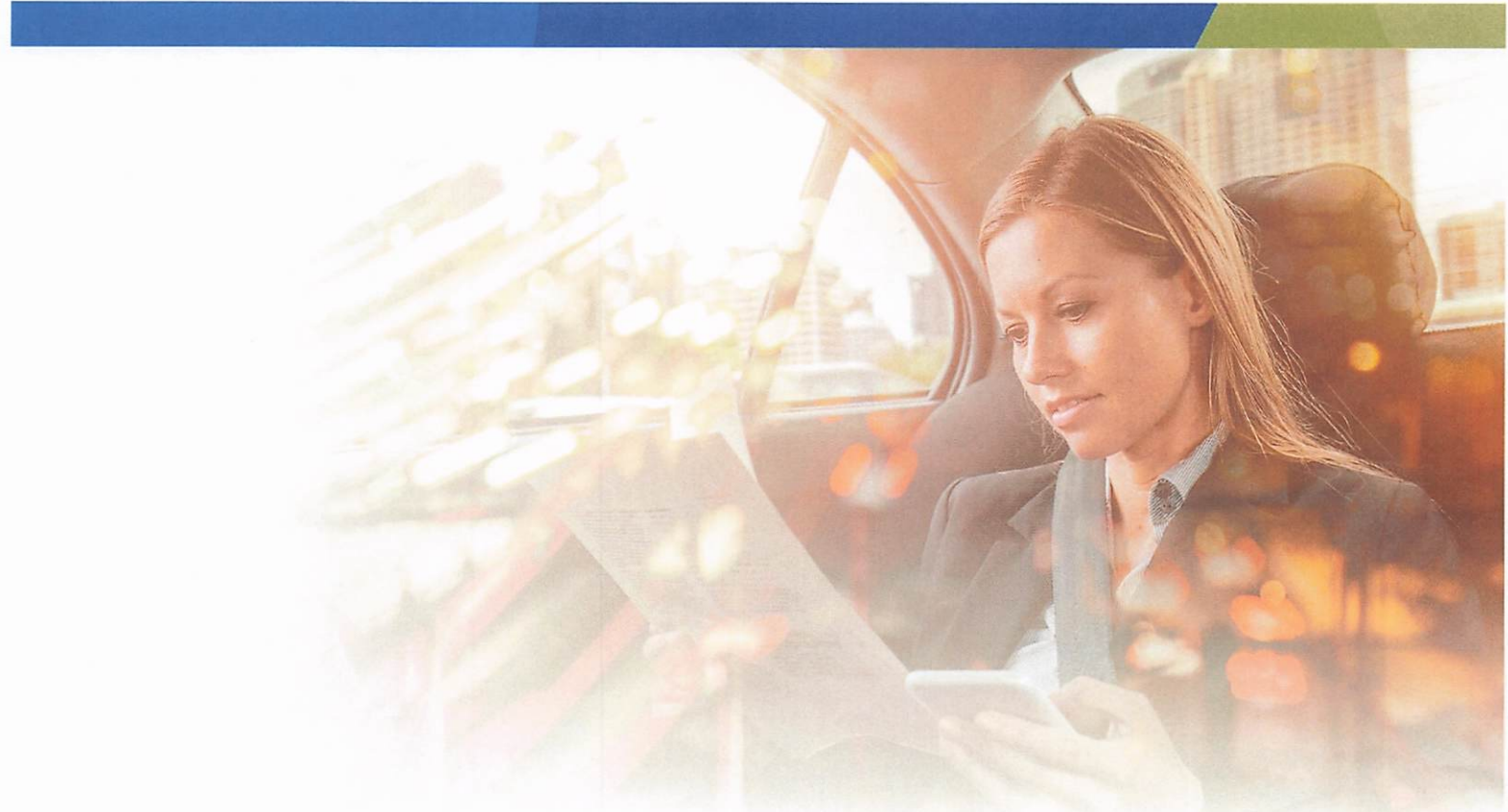
Work orders in Enterprise ERP are integrated with field actions — meter replacements, check reads, turn offs and meter connections — as well as with customer accounts and meter inventory stored in your database. Users can generate cut-off lists, create work orders, and assign on/off fees; view work order details before approving; and track routine account maintenance, such as replacing and connecting, or performing tests on a meter. Two-way integration with Enterprise Asset Management means that when a utility billing work order is entered, it can be easily routed to the correct department, viewed on a map, and labor, equipment, inventory, and supply costs can be tracked against it.

Advanced calendar and scheduling functionality make work order management fast and intuitive:

- Define daily limits on individuals or groups of work order types
- View work orders by month, week, or day
- Assign work using a work calendar, whereby it will appear in the Field Sheet app
- Schedule times to run reports or perform complex processes, such as at night or on a recurring basis, for an effective use of resources
- Tag the locations of appointments on a map



Enterprise ERP also allows users to set up conditions for automatically creating work orders based on specified criteria, eliminating manual steps, and ensuring the right actions are carried out. For example, when a citizen contacts your office to set up a new customer account, a work order can automatically be generated to turn on water service. The Enterprise ERP turn-on service order program and/or a process that is executed automatically at the time of payment will automatically create work orders or cancel turn off work orders if a past due balance has been satisfied.

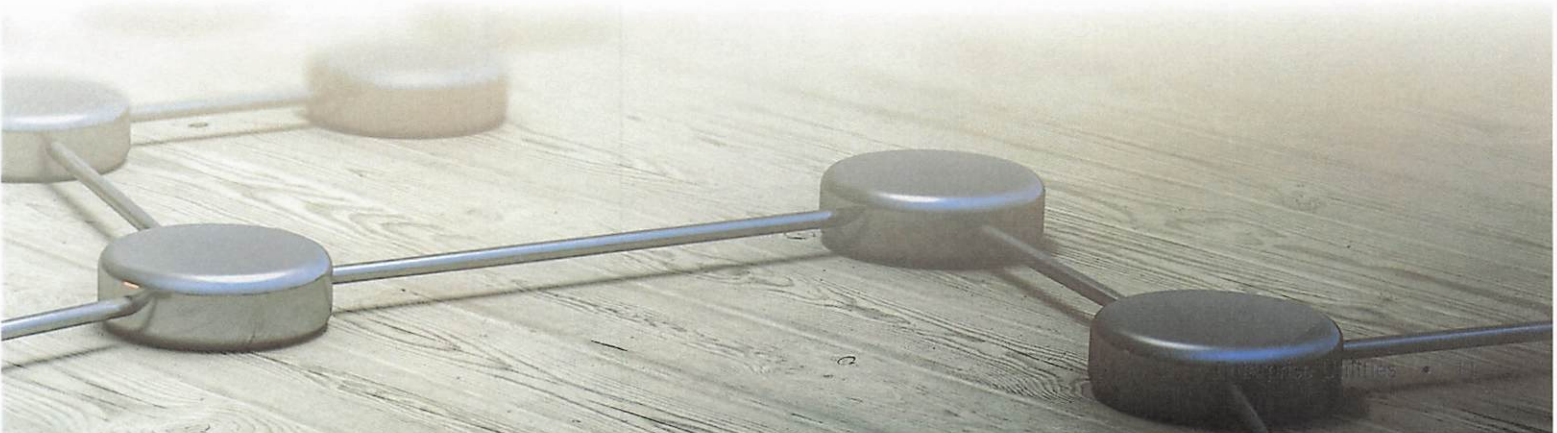


Connect with Customers the Way They Want

Your customers are busier than ever. They want fast access to increasing amounts of information and convenient methods for paying bills. In response, local governments need new communication tools to keep customers informed, to provide personalized customer service, and to promote bill payment compliance — without adding costs.

With Resident Access, you can provide customers with 24/7 access to important information and methods for paying bills and fees over the internet, reducing in-person visits and overdue utility bills. Via a customized website, customers can submit, track, and receive responses for service requests online; access past and current utility bills and payment history; and make payments via credit card or e-check. Local governments are able to deliver consistent service, increase transparency, and improve revenue collection. Citizens have a direct line to report issues, find answers to questions, and access needed services on their schedule.

With Notify™, local governments can even notify customers of overdue bills and fees, scheduled meter installations, alerts for imminent shut off of services, and more via phone, email, or text message. Once received, customers can take immediate action, such as make a payment, by clicking on a link or connecting to your automated phone payment system.



About Tyler Technologies, Inc.

Tyler Technologies (NYSE: TYL) provides integrated software and technology services to the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions are transforming how clients gain actionable insights that solve problems in their communities. Tyler has more than 37,000 successful installations across more than 12,000 locations, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations. Tyler was named to Government Technology's GovTech 100 list five times and has been recognized three times on Forbes' "Most Innovative Growth Companies" list. More information about Tyler Technologies, an S&P 500 company headquartered in Plano, Texas, can be found at tylertech.com.

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Empowering people who serve the public®