RESOLUTION NO. 18 - 2478

A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF SURFSIDE, FLORIDA, AWARDING RFP NO.
2015-001 FOR A TURN KEY ENTERPRISE RESOURCE
PLANNING SOFTWARE SOLUTION TO TYLER
TECHNOLOGIES, INC.; APPROVING A SOFTWARE AS
A SERVICE AGREEMENT WITH TYLER
TECHNOLOGIES, INC. FOR A FIVE YEAR INITIAL
TERM IN AN AMOUNT NOT TO EXCEED $556,285;
PROVIDING FOR APPROVAL AND AUTHORIZATION;
PROVIDING FOR IMPLEMENTATION; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 23, 2015, the Town issued Request for Proposal No.
2015-001 for a Turn Key Enterprise Resource Planning (ERP) Software Solution (the
"RFP"); and

WHEREAS, the RFP provided that the Town would consider a vendor hosted
solution, a software as a service licensing model or a traditional Town-hosted solution;
and

WHEREAS, in response to the RFP, Tyler Technologies, Inc. ("Tyler")
submitted a proposal, dated April 16, 2015, (the "Tyler Proposal") and the Tyler Proposal
included multiple options for a turnkey software solution, including a Town hosted
environment and a vendor hosted environment; and

WHEREAS, after a lengthy and thorough evaluation process that included
reviewing the submissions responsive to the RFP, conducting product demonstrations and
evaluating the multiple solution options presented, the Evaluation Committee determined
that Tyler's Proposal for a vendor hosted solution best meets the needs of the Town over
the long-run; and

WHEREAS, the Town Attorney's office and Tyler entered into contract
negotiations resulting in the Software as a Service Agreement, attached as Exhibit "A"
(the "Agreement"); and

WHEREAS, the Evaluation Committee and the Finance Director recommend
awarding the RFP to Tyler and approving the Agreement with Tyler, attached as Exhibit
"A", for an initial five-year term (with three optional one-year renewal periods), with an
initial one-time design and implementation fee of $157,020 and an annual service
subscription fee of $79,853 for a total five-year cost in an amount not to exceed
$556,285; and

WHEREAS, Town Commission of the Town of Surfside, Florida considers it is in the best interest of the Town to award the RFP to Tyler and authorize execution of the Agreement with Tyler, attached as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:

<u>Section 1</u>. <u>Recitals.</u> That the above and foregoing recitals are true and correct and are incorporated herein by reference.

<u>Section 2</u>. <u>Award of RFP and Agreement Approval.</u> The Town Commission hereby approves the award of the RFP to Tyler and the Agreement with Tyler for an initial five-year term in an amount not to exceed $556,285, substantially in the form attached as Exhibit "A", subject to final approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

<u>Section 3</u>. <u>Implementation.</u> The Town Manager and/or designee are hereby authorized to take any and all action necessary to implement this Resolution, including execution of the Agreement, attached as Exhibit "A", subject to such non-substantial changes as are acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

<u>Section 4</u>. <u>Effective Date.</u> This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 9th day of January, 2018.

Motion by _Commissioner Karukin_,
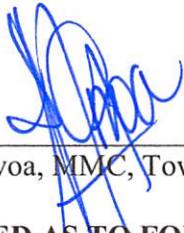Second by _Vice Mayor Cohen_.

FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky   Yes
Commissioner Michael Karukin   Yes
Commissioner Tina Paul   Yes
Vice Mayor Barry Cohen   Yes
Mayor Daniel Dietch   Yes

_____
Daniel Dietch, Mayor

ATTEST:

_____
Sandra Novoa, MMC, Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**

_____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

tyler
technologies

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 Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Town of Surfside.
- **"Data"** means Client's data processed or stored within the Tyler Software and any information provided by Client, inclusive of Client's officers, employees, and agents, and information provided by Client's customers.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for Client's 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 Client, 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 Concurrent Users"** means the number of concurrent users that are authorized to use the SaaS Services. The Defined Concurrent Users for the Agreement are ten (10) users.
- **"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 Tyler provides or otherwise make available to Client, including instructions, Tyler user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of Client or Tyler, 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 Client or Tyler.
- **"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 Tyler's current Invoicing and Payment Policy is attached as Exhibit B.
- **"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 Tyler's current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how Tyler's professional services will be provided to implement the Tyler Software, and outlining roles and responsibilities of Tyler and Client in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of Tyler's customers who have licensed the Tyler Software. A copy of Tyler's current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means Tyler's proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by Tyler to Client through this Agreement.

SECTION B – SAAS SERVICES

1. **Rights Granted.** Tyler grants to Client the non-exclusive, non-assignable limited right to use the SaaS Services solely for Client's internal business purposes for the number of Defined Concurrent Users only. The Tyler Software will be made available to Client according to the terms of the SLA. Client acknowledges that Tyler has no delivery obligations and Tyler will not ship copies of the Tyler Software as part of the SaaS Services. Client may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).

2. **SaaS Fees.** Client agrees to pay Tyler the SaaS Fees. Those amounts are payable in accordance with Tyler's Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Concurrent Users and amount of Data Storage Capacity. Client may add additional concurrent users or additional data storage capacity on the terms set forth in Section H(1). In the event the Client regularly and/or meaningfully exceed the Defined Concurrent Users or Data Storage Capacity, Tyler reserves the right to charge Client additional fees commensurate with the overage(s).

3. **Ownership.**

   3.1 Tyler retains all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by Tyler under this Agreement. Client does 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 Client and may be used and copied by Client's employees for internal, non-commercial reference purposes only.

3.3 Client retains all ownership and intellectual property rights to the Data.   Upon request by Client, Tyler will provide a copy of the database containing Client Data.

4. Restrictions. Client 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 Tyler; 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. Tyler warrants that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, Tyler 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(8), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Tyler SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 16, Type 2. Tyler has attained, and will maintain, Type II SSAE compliance, or its equivalent, for so long as Client are timely pays for SaaS Services. Upon Client's written request and execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), Tyler will provide Client with a summary of our SSAE-16 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which Client makes a written request, Tyler will provide that same information.

6.2 Client will be hosted on shared hardware in a Tyler data center, but in a database dedicated to Client, which is inaccessible to Tyler's other customers.

6.3 Tyler has 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 any of Client's data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, Tyler will use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your data may be lost, measured in relation to a disaster Tyler declares, said declaration will not be unreasonably withheld.

6.4 In the event Tyler declares a disaster, Tyler's Recovery Time Objective ("RTO") is twenty-four (24)

hours. For purposes of this subsection, RTO represents the amount of time, after Tyler declares a disaster, within which Client's access to the Tyler Software must be restored.

6.5 Tyler conducts annual penetration testing of either the production network and/or web application to be performed. Tyler will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. Tyler will provide Client with a written or electronic record of the actions taken by Tyler in the event that any unauthorized access to Client's database(s) is detected as a result of our security protocols. Tyler will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. Client 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.

6.6 Tyler tests its disaster recovery plan on an annual basis. Tyler's standard test is not client-specific. Should Client request a client-specific disaster recovery test, Tyler will work with Client to schedule and execute such a test on a mutually agreeable schedule.

6.7 Tyler will be responsible for importing back-up and verifying that you can log-in. Client will be responsible for running reports and testing critical processes to verify the returned data. At Client's written request, Tyler will provide test results to Client within a commercially reasonable timeframe after receipt of the request.

6.8 Tyler provides secure data transmission paths from each of Client's workstations to Tyler servers.

6.9 For at least the past ten (10) years, all of Tyler's employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Tyler's data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. Tyler will provide Client the various implementation-related services itemized in the Investment Summary and described in the Statement of Work. Tyler will finalize that documentation with Client upon execution of this Agreement.

2. Professional Services Fees. Client agrees to pay Tyler the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with Tyler's Invoicing and Payment Policy. Client acknowledges that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. Tyler will bill Client the actual fees incurred based on the in-scope services provided to Client. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is

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

5. Services Warranty. Tyler will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform such services at no additional cost to Client.

6. Site Access and Requirements. At no cost to Tyler, Client agrees to provide Tyler with full and free access, at reasonable times during normal business hours or such other times acceptable to Client, to Client's personnel, facilities, and equipment as may be reasonably necessary for Tyler to provide implementation services, subject to any reasonable security protocols or other written policies provided to Tyler as of the Effective Date, and thereafter as mutually agreed to by Client and Tyler.

7. Client Assistance. Client acknowledges that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. Client agrees to use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with Tyler to schedule the implementation-related services outlined in this Agreement. Tyler 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 Client personnel to provide such cooperation and assistance (either through action or omission).

8. Maintenance and Support. For so long as Client timely pays 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, Tyler will:

   8.1 perform maintenance and support obligations in a professional, timely, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);

   8.2 provide telephone support during our established support hours;

   8.3 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;

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

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

Tyler will use all reasonable efforts to perform support services remotely. Currently, Tyler use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, Client agrees to maintain a high-speed internet connection capable of connecting Tyler to your PCs and server(s). Client agrees to provide Tyler with a login account and local administrative privileges as Tyler may reasonably require to perform remote services. Tyler will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If Tyler cannot resolve a support issue remotely, Tyler may be required to provide onsite services. In such event, Tyler will be responsible for Tyler's travel expenses, unless it is determined and documented that the reason onsite support was required was a reason outside of Tyler's control. Either way, Client agrees to provide Tyler 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 Tyler to provide the maintenance and support services, all at no charge to Tyler. Tyler strongly recommends that Client also maintain Client's 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 Tyler's normal business hours as listed in our then-current Support Call Process, provided that such support is not required as a result of a Defect in the Tyler Software. Requested services such as those outlined in this section will be billed to Client on a time and materials basis at our then current rates. Client must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. Tyler will sell, deliver, and install onsite the Third Party Hardware, if Client has purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with Tyler's Invoicing and Payment Policy.

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

3. Third Party Products Warranties.

    3.1 Tyler is 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 Client acknowledges that Tyler is not the manufacturer of the Third Party Products. Tyler does not warrant or guarantee the performance of the Third Party Products. However, Tyler grants and pass through to Client any warranty that Tyler may receive from the Developer or supplier of the Third Party Products.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. Tyler 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. <u>Invoice Disputes</u>. If Client believes any delivered software or service does not conform to the warranties in this Agreement, Client will provide Tyler with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues Client contends are in dispute so that Tyler can confirm the issue and respond to Client's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. Tyler will work with Client as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of Tyler to resolve any issues presented in your notice. Client may withhold payment of the amount(s) actually in dispute, and only those amounts, until Tyler completes the action items outlined in the plan. If Tyler is unable to complete the action items outlined in the action plan because of Client's failure to complete the items agreed to be done by Client, then Client will remit full payment of the invoice. Tyler reserves the right to suspend delivery of all SaaS Services, including maintenance and support services, if Client fails to pay an invoice not disputed as described above within fifteen (15) days of notice of Tyler's intent to do so.

SECTION F – TERM AND TERMINATION

1. <u>Term</u>. The initial term of this Agreement is five (5) years from the first day of the first month following the date SaaS Services and the Tyler Software are made accessible to Client, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement may be renewed by the City for up to three additional one (1) year renewal terms upon thirty days' notice to Tyler. After year 8, this Agreement may be renewed for additional one (1) year renewal terms upon mutual agreement of the parties. Client may indicate its agreement to a renewal term by Client payment of an invoice issued by Tyler for the applicable renewal term. Client's right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. <u>Termination</u>. This Agreement may be terminated as set forth below. In the event of termination, Client will pay Tyler for all undisputed fees and expenses related to the software, products, and/or services you have received, or Tyler has 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 <u>Failure to Pay SaaS Fees</u>. Client acknowledges that continued access to the SaaS Services is contingent upon Client's timely payment of SaaS Fees. If Client fails to timely pay the SaaS Fees, Tyler may discontinue the SaaS Services and deny Client access to the Tyler Software. Tyler may also terminate this Agreement if Client does not cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 <u>For Cause</u>. If Client believes Tyler has materially breached this Agreement, Client will invoke the Dispute Resolution clause set forth in Section H(3). Client may terminate this Agreement for cause in the event Tyler does 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 <u>Force Majeure</u>. 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 <u>Lack of Appropriations</u>. If Client 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 Tyler. Client will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. Client agrees not to use termination for lack of appropriations as a

substitute for termination for convenience.

2.5 <u>Client's Termination for Convenience</u>. Client may terminate this Agreement for convenience upon thirty (30) days written notice. Upon such termination, Town shall remit payment to Tyler for all products, services and expenses incurred or delivered prior to Tyler's receipt of the termination notice. Town shall not be entitled to a refund or offset of previously paid license and other fees.

2.6 <u>Provision of Client Data Upon Termination</u>. Upon any termination of this Agreement, Tyler will provide a copy of the database being hosted by Tyler containing Client Data.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. <u>Intellectual Property Infringement Indemnification</u>.

   1.1 Tyler will indemnify, defend and hold harmless Client and Client's agents, officials, and employees 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 Tyler consents). Upon Client's receipt of notice of such a claim, Client must notify Tyler promptly in writing of the claim and give Tyler sole control over its defense or settlement. Client agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim at Tyler's expense.

   1.2 Tyler's obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on Client's use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or Client's willful infringement.

   1.3 If Tyler receives information concerning an infringement or misappropriation claim related to the Tyler Software, Tyler may, at our expense and without obligation to do so, either: (a) procure for Client 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 Client will stop running the allegedly infringing Tyler Software immediately. Alternatively, Tyler may decide to litigate the claim to judgment, in which case Client 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 Client's 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 Tyler consents), Tyler will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate this Agreement and refund you the prepaid but unused SaaS Fees for the year in which the Agreement terminates. Tyler will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. <u>General Indemnification</u>.

   2.1 Tyler will indemnify, defend and hold harmless Client and Client's 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 Tyler's negligence or willful misconduct or breach of this Agreement; (b) Tyler's

violation of a law applicable to Tyler's performance under this Agreement; and (c) Tyler's violation of its obligations under Section H(17) of this Agreement. Upon Client's receipt of notice of such a claim, Client must notify Tyler promptly in writing of the claim and give Tyler sole control over its defense or settlement. Client agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim at Tyler's expense.

2.2 To the extent permitted by applicable law, and subject to Client's sovereign immunity protection, Client will indemnify and hold harmless Tyler and Tyler's 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 Client's negligence or willful misconduct. Tyler will notify Client promptly in writing of the claim and will give Client sole control over its defense or settlement. Tyler agrees to provide Client with reasonable assistance, cooperation, and information in defending the claim at Client's expense.

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

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, TYLER'S 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 ONE AND A HALF TIMES (1.5X) THE TOTAL VALUE OF THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

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

6. Insurance. During the course of performing services under this Agreement, Tyler agree to maintain the following minimum 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 $5,000,000 (including Cyber Liability coverage); (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We agree to secure our insurance from a carrier with a minimum AM Best rating of A-:VII. Tyler will add Client as an additional insured to Tyler's Commercial General Liability and Automobile Liability policies, which will automatically add Client as an additional insured to our Excess/Umbrella Liability policy as well. Tyler will provide Client with copies of certificates of insurance upon execution of this Agreement and upon renewal of policies. Tyler agrees to provide Client with notice of cancellation, non-renewal or reduction in our insurance coverages below the minimum requirements set forth herein within thirty (30) days thereof.

SECTION H – GENERAL TERMS AND CONDITIONS

1. <u>Additional Products and Services</u>. Client 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, Client may purchase additional products and services at Tyler's 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. <u>Optional Items</u>. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. <u>Dispute Resolution</u>. Client agrees to provide Tyler with written notice within thirty (30) days of becoming aware of a dispute. Client agrees to cooperate with Tyler 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 Tyler fails to resolve the dispute, either party may assert their respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent either party from seeking necessary injunctive relief during the dispute resolution procedures.

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

5. <u>Nondiscrimination</u>. Tyler 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. Tyler will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. <u>E-Verify</u>. Tyler has 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. <u>Subcontractors</u>. Tyler will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. <u>Binding Effect; No Assignment</u>. 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, Client's consent is not required for an assignment by Tyler as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. <u>Force Majeure</u>. Except for Client's 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. <u>No Intended Third Party Beneficiaries</u>. This Agreement is entered into solely for the benefit of Client and Tyler. 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. <u>Entire Agreement; Amendment</u>. This Agreement represents the entire agreement between Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. <u>Severability</u>. 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. <u>No Waiver</u>. 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. <u>Independent Contractor</u>. Tyler is an independent contractor for all purposes under this Agreement.

15. <u>Notices</u>. 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. <u>Client Lists</u>. Client agrees that Tyler may identify you by name in client lists, marketing presentations, and promotional materials.

17. <u>Confidentiality</u>. 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, trade secrets and

other information deemed confidential under applicable Florida law. Each party agrees that it will not disclose any confidential information of any party, including any private individuals and entities, 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 Tyler prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license or tax is required for Tyler to perform services hereunder, Client will promptly notify Tyler and provide Tyler with the necessary paperwork and/or contact information so that Tyler may timely obtain such license or pay such tax.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Florida, without regard to its rules on conflicts of law. Venue shall be in Miami-Dade County or, if appropriate for the claim, the United States Federal District Court – Southern District of Florida.

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

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

22. Non-Discrimination. Tyler will comply with Section 3-1.1 "Non-discrimination contract requirements; waiver" of the Town of Surfside Code. By entering into this Agreement with the Client, Tyler represents and affirms that Tyler is not currently engaged in, and will not engage in, a boycott as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.

23. Sovereign Immunity. The Client is a political subdivision of the State of Florida as defined in Section 768.28, Florida Statutes. Nothing herein is intended, nor shall it be interpreted or construed, to serve as a waiver of sovereign immunity by the Client.

24. Audit Right. Client may, at its own expense, audit Tyler's books and record relating directly to this Agreement once per year upon one week's advance written notice to Tyler.

25. <u>Public Record</u>. Tyler shall comply with Florida's public records laws, each if and as applicable to Tyler. Specifically, Tyler shall:

    (a)   Keep and maintain public records in Tyler's possession or control in connection with Tyler's performance under this Agreement.

    (b)   Upon request from the Client's Town Clerk or designee, Tyler shall provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

    (c)   Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Client.

    (d)   Upon completion of this Agreement, transfer, at no cost, all public records in the possession of Tyler and required by the Client to perform the services under this Agreement to the Town Manager or designee, within seven (7) days. Once the public records have been delivered upon completion or termination of this Agreement, Tyler shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All such records stored electronically by Tyler shall be delivered to the Client, upon request from the Client's City Clerk, in a format that is compatible with the Client's information technology systems.

    IF TYLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TYLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-861-4863, snovoa@townofsurfsidefl.gov, or by mail: Town Clerk, 9293 Harding Avenue, Surfside, FL 33154.

26. <u>Contract Documents</u>. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Web Services – Hosted Application Terms
Exhibit E	Statement of Work

[SIGNATURE PAGE FOLLOWS]

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.   Town of Surfside

By:_____   By:_____

Name:_____   Name:_____

Title:_____   Title:_____

Date:_____   Date:_____

Address for Notices: Address for Notices:
    Tyler Technologies, Inc.   Town of Surfside
    One Tyler Drive   9293 Harding Avenue
    Yarmouth, ME 04096   Surfside, FL 33154
    Attention: Chief Legal Counsel   Attention: Town Manager

                                            COPY To:
                                            Weiss Serota Helfman Cole & Bierman
                                            Town Attorney
                                            2525 Ponce de Leon Blvd., Suite 700
                                            Coral Gables, FL 33134

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Exhibit A
Investment Summary

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

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Prepared for:
Don Nelson
Town of Surfside
9293 Harding Avenue
Surfside, FL, 33154
(305) 861-4863
dnelson@townofsurfsidefl.gov

		Contract ID	2017-0037
		Salesperson	Scott Molenburg
		Contract Date	01/31/17

Incode Financial Management Suite

Core Financials (GL, Budget Prep, Bank Recon, AP, Express, CellSense, Standard Forms Pkg, Output Director, Positive Pay, Secure Signatures (qty 2))		108	$13,500
CAFR Statement Builder		32	$4,000
Purchasing		32	$4,000
Fixed Assets		20	$2,500
Inventory Control		32	$4,000
Project Accounting		16	$2,000
Incode Personnel Management Suite			
Personnel Management (Includes Position Budgeting)		100	$12,500
Employee Self Service (ESS) (Employee Portal)		32	$4,000
ESS Time & Attendance (# of FTE Employees)	75	32	$4,000
Incode Customer Relationship Management Suite			
Utility CIS System (Collections, Tax Lien Process & Import, Utility Payment Import, Qty 1 Utility Handheld Meter-Reader Interface)		152	$19,000
Mobile Service Orders			Included
Third Party Printing Interface		4	$500
Cashiering (Support Credit/Debit Cards via ETS, PCI Compliant Cash Collection Interface, Cashiering Receipt Import)		40	$5,000
Miscellaneous Accounts Receivable		12	$1,500
Energov Product Suite			
Permitting & Land Management	Up to 15 Users		
Permitting & Inspections		96	$12,000
License & Regulatory Management			
License Management		48	$6,000
Customer Relationship Management			
Code Enforcement		48	$6,000
System Extension			
Customer Portal			
Permitting & Inspections		8	$1,000
Licensing		8	$1,000
GIS Server		8	$1,000
iG Workforce Server		8	$1,000
iG Workforce iPad Apps (each)	4	2	$250
Content Management Suite			
Tyler Content Manager Standard Edition (TCM SE)		40	$5,000
Tyler Content Manager - Meeting Manager (Included Free on an AS IS Basis)			Included
	Subtotal	878	$109,750

Conversion Services

Description	Fee	Hours	Services	Investment
Financial Applications	$5,500	16	$2,000	$7,500
Personnel Management/Payroll	$3,250	8	$1,000	$4,250
Utility Billing	$6,000	16	$2,000	$8,000
Permitting & Licensing	$14,970	40	$5,000	$19,970
Subtotal	$29,720	80	$10,000	$39,720

Professional Services

Description	Fee	Hours	Services	Investment
Project Management			$5,000	$5,000
Subtotal			$5,000	$5,000

Tyler Hosted Applications

Description			Services	Investment	Annual
Online Applications					
Utility Billing Online	# of Accounts	3,000	$800		Included
Notifications					
Incode Notifications for Utility Billing					Included
Continuing Education					
Tyler U					Included
Subtotal			$800		

Tyler Network Services/Hardware/Third Party

Description	Fee	Hours	Services	Investment	Annual
Network Services					
Disaster Recovery Services					Included
Basic Network Services					Included
Hardware					
Cashiering Hardware	$1,600		$150	$1,750	
Subtotal	$1,600		$150	$1,750	$0

Length of Agreement		5 Years - 60 Months	
Annual SaaS Fee		$ 74,103	
Annual User Fee	10	$ 5,750	
Total Annual SaaS Fee		$ 79,853	

**Additional fees will apply for additional users

Summary	One Time Fees	Recurring Fees
Total Tyler Network Services/HW/Third Party	$1,600	$0
Total Tyler Services	$155,420	
Annual SaaS Fee		$ 79,853
Summary Total	$157,020	$79,853

Estimated Travel Expense:
Note: Travel Expenses are billed as incurred based on Federal IRS per diem standards.

Prepared for:
Don Nelson
Town of Surfside

Tyler Conversion Services (NOTE: See Conversion Summary Documentation or SOW for Details on Scope)

Description	QTY	Fee	Hours	Services	Investment
Financial Applications		$5,500		$2,000	$7,500
General Ledger		1,750	8	1,000	
- Chart of Accounts - Additional Fee for Historical Views					
Legacy/Historical Views		750	4	500	
Accounts Payable		2,000			
- Vendor Master Only - Additional Fee for Historical Views					
Legacy/Historical Views		1,000	4	500	
Personnel/Payroll Applications		$3,250		$1,000	$4,250
Personnel Management/Payroll		$2,250	4	$500	
- Employee Master, Deductions/Taxes, Retirement, Current Leave Totals, Current Direct Deposit - Additional Fee for Historical Views					
Legacy/Historical Views		$1,000	4	$500	
Utility Billing		$6,000		$2,000	$8,000
Utility - CIS - Additional Fee for Historical Views		$5,000	12	$1,500	
- Contacts/Properties/Accounts					
- Service meter info - meter inventory					
- Transaction/Consumption/Read History (2 Years)					
- Metered services (1 metered service)					
- Non-Metered service (up to 2 services)					
Legacy/Historical Views		$1,000	4	$500	
Permitting & Licensing		$14,970		$5,000	$19,970
Permits & Inspections		$4,235	8	$1,000	
- Permit Master (includes contacts & properties)					
Licensing		$4,235	8	$1,000	
- License Master (includes contacts & properties)					
Accounts Receivable		$3,250	4	$500	
- Master (includes contacts & properties)					
Code Enforcement		$3,250	20	$2,500	
- Incidents (includes property & contact info)					
Subtotal					**$39,720**

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Town of Surfside

Citizens Portal

Incode Utility Billing Online Component (# of Accounts)		3,000	$800	$2,240	$1,440
- Display of:	- Address information including				
• Current status (late, cut off etc)	• Legal description*				
• Action needed to avoid penalty	• Precinct*				
• Current Balance	• School district*				
• Deposits on file (optional)	• Services at address				
• Last payment date	* - Subject to data availability				
• Last payment amount	- Consumption history by service,				
• Payment arrangements on file	including graphs				
• Last bill amount	- Request for service (optional)				
• Last bill date	- Information change request (optional)				
• Bill due date	- Security - SSL (Secure Socket Layer)				
• Contracts on file and status					
• Transaction history					
- Online Payments					
• Payment packet is created to be imported to Utility System					
NOTE: Customer pays $1.25 fee per transaction for payment on-line.					
	Subtotal		$800	$2,240	$1,440

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Town of Surfside

Tyler Notifications

Description		
Incode Notification for Utility Billing ($0.10 per call)	Active Accounts	3,500
-Customer Notification by Phone		
• Call Late Notices		
• Call Late Notices		
• General Notifications		
- Call Lists automatically generated		
- Account updated after call		
- Custom message for each call type		
- Call Message can be English or Spanish		
- Generate reports based on call results		
Note: The Utility will be billed at the rate specified above for all calls made.		
The Utility will be billed quarterly by Tyler Technologies for calls conducted.		

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Town of Surfside

Tyler Content Manager

Description	QTY	License Fees	Hours	Services	Investment	Annual
Tyler Meeting Manager (Included Free on an AS IS Basis)		Included		Included	$0	NC
Subtotal		$0		$0	$0	$0

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Town of Surfside
Tyler Network Services

Description

Tyler Systems Management

Proactive System Monitoring
*Tyler application availability
* Server Hardware Monitoring
*Monthly System Status reports via email

Network Protection Services
* Service packs and windows updates
*Tyler Application Automated update service

Remote Technical Support 7a-7p CST
*Troubleshoot Tyler Server and Workstation Hardware and Software Issue
* Technical Help-Desk Support – Unlimited Remote support on technical is
* Tyler Application and DB migration to new hardware

Reduced rate for on-site assistance
* $100/hr for on-site troubleshooting and consulting services
Tyler Remote Helpdesk Requirements
* High speed internet required

Database Administration
*SQL Server updates and Patches
* Database Monitoring
*Maintenance Plan setup

* Supported tape backup hardware and software
* All supported computers must meet Tyler minimum hardware requirements

Backup Assistance
* Guide you through establishing backup procedures that will minimize your
   downtime in the event of a disaster.
* Troubleshoot and resolve problems with backups

Tyler Disaster Recovery Service

The following Tyler Products are covered by Tyler DR:

   Incode Financial Suite

   Incode Personnel Management Suite

   Incode CIS/CRM Suite

   Incode Energov Product Suite

   Incode Content Managent Suite - TCM SE/TCM EE

Tyler Application coverage details:
• Tyler Application Data sent to our DRS facility every 24 hours
• Data integrity check to make sure your data is collected properly
• 24 Hour Recovery Point Objective
• Emergency response within 2 business hours. Application Availability within 8 business hours
• We will help you establish a SaaS connection for up to 10 concurrent Users during service activation
• We will assist you in restoring data from DRS facility to file server
• 1 Annual Disaster Planning Walkthrough

Scope of Service:
   Coverage includes Tyler Financial, CIS/CRM, Municipal Court, and Utility Billing Data,
   Report Writer, Property Tax, and Eden Financials are considered Tyler Application Data
   It does not include any Operating System, Active Directory, or Non-Tyler Application Data
   Tyler Content Manager requires a separate coverage agreement

TCM Application coverage details:
• TCM database will be configured to ship transaction logs to our DRS facility every 1 hour
• Data integrity check to make sure your data is collected properly
• 24 Hour Recovery Point Objective
• Emergency response within 2 business hours. Application Availability within 8 business hours
• We will assist you in restoring data from DRS facility to file server

Scope of Service:
   Coverage includes storage of up to a 50GB TCM database
   Should the TCM database exceed 50 GB client is subject to additional charges at current storage costs

Notes:
   Client must run the SQL Server service under Tyler specified local machine service account
   A point to point demand dial connection between client SQL server to DRS SQL server using Microsoft RRAS
   Client will be provided a portable HD for initial DB backup that will be overnighted to DRS facility
   Current Technical Support Business Hours are from 7a-7p CST

Notes:
   Tyler DR is not to be considered a replacement for local tape backups, but as a supplemental coverage service. Entity
   must perform backup procedures and tape rotation as established in Tyler's recommended backup procedures documentation
   Remote access to client servers must be provided through RDP, PCAnywhere or GotoAssist.
   Tyler requires a minimum 128 kbps upstream internet access from the Tyler Application server. 256kbps or better recommended

Entity must utilize the following:
   Backup Software: Arcserve, Backup Exec, or NT Backup (Preferred)
   Only those Entity's who use Microsoft's NTBackup or Backup Exec are eligible for daily backup monitoring and monthly reporting
   Supported Backup Hardware: DDS3 12/24GB DAT, DDS4 20/40GB DAT, DDS5 35/70GB DAT or LTO Drives
   Optional: Entity sends tapes monthly to Tyler for off-site rotation

Non-Participation
• $125/hr for assistance in troubleshooting non-disaster backup/restore situation
• $150/hr for non-ASP related data recovery assistance in disaster situations.
• One time fee: $10,000 + $500/day for Level 1 ASP service in disaster situations

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Town of Surfside

Hardware and System Software

Description	QTY	Price	Annual	Source
Cashiering/Cash Collection				
All TM-H6000IV printers include PS-180 power supply, ribbon, USB Cable and 50 roll case of paper				
Epson TM-H6000IV Thermal Receipt Printer - Black, USB NEW	1	1,050		
Media Plus Automated Cash Drawer -Black NEW (INCODE)	1	200		
Symbol LS2208 Bar Code Scanner w/ intellistand NEW	1	350		
		One Time Fees	**Recurring Fees**	
Hardware & System Software		1,600		
Hardware Installation Services		150		
Hardware & System Software Subtotal		1,750	$0	

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Don Nelson
Town of Surfside

Tyler Universtiy

Description

Tyler U

- E-learning courses available for all employees during the subscription period
  - Unlimited access to hundreds of e-learning courses spanning the entire suite of Tyler applications
  - Unlimited access to on-demand Continuing Professional Education credit courses certified by NASBA standards
  - Unlimited access to Government compliance courses such as HIPAA Compliance, Red Flag Rules, and Workplace Harassment Prevention
- Available 24/7
  - New courses created continually

Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: www.learningmarket.org

Exhibit B
Invoicing and Payment Policy

Tyler will provide Client 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: Tyler will invoice Client for the applicable software and services in the Investment Summary as set forth below. Client's rights to dispute any invoice are set forth in the Agreement.

1. <u>SaaS Fees</u>. 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. Client's annual SaaS fees for the initial five (5) year term are fixed and set forth in the Investment Summary. Upon expiration of the initial term, Client's annual SaaS fees will be at Tyler's then-current rates, provided however that in no event shall Client's annual SaaS fees increase by more than 5% from the Client's prior year SaaS fees for the three (3) year period following the initial five (5) year term.

2. <u>Other Tyler Software and Services</u>.

    2.1 *Project Planning Services*: Project planning services are invoiced upon delivery of the implementation planning document.

    2.2 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

    2.3 *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.

    2.4 *Consulting Services*: If Client has 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 Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module. If Client has purchased any Business Process Consulting services and they are quoted as an estimate, then Tyler will bill Client the actual services delivered on a time and materials basis.

    2.5 *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, Tyler will bill you the actual services delivered on a time and materials basis.

    2.6 *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. Client 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. Client may still report Defects to Tyler as set forth in the Maintenance and Support Agreement.

2.7 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

2.8 *Change Management Services*: If Client has purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. **Third Party Products.**

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when Tyler makes it available to Client for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when Tyler makes it available to Client for downloading.

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

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

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Tyler prefers to receive payments electronically. Tyler's electronic payment information is:

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

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Exhibit B
Schedule 1
Business Travel Policy

1. **Air Travel**

    A. **Reservations & Tickets**

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

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

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

    B. **Baggage Fees**

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

        *   Up to five days = one checked bag
        *   Six or more days = two checked bags

        Baggage fees for sports equipment are not reimbursable.

2. **Ground Transportation**

    A. **Private Automobile**

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

B.   Rental Car

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

C.   Public Transportation

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

D.   Parking & Tolls

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

3.   Lodging

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

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

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

4.   Meals and Incidental Expenses

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

A.   Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a

trip are governed as set forth below.

<u>Departure Day</u>

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

<u>Return Day</u>

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

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

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

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

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

Exhibit C

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 Tyler will provide to Client to ensure the availability of the application services that Client has requested Tyler to provide. 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.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

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

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III.   Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. Tyler set Service Availability goals and measures whether Tyler has met those goals by tracking Attainment.

a.   Your Responsibilities

Whenever Client experiences Downtime, Client must make a support call according to the procedures outlined in the Support Call Process. Client will receive a support incident number.

Client must document, in writing, all Downtime that Client has experienced during a calendar quarter. Client must deliver such documentation to Tyler within 30 days of a quarter's end.

The documentation Client provides must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b.   Our Responsibilities

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

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

Tyler will respond to Client'sDowntime report within 30 day(s) of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

c. Client Relief

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

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by Tyler in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve Tyler of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, Tyler will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

Client may request a report from Tyler that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

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

Tyler performs 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, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with Client.

V. Force Majeure

Client will not hold Tyler responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with Client a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. Client will not unreasonably withhold its acceptance of such a request.

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Exhibit C
Schedule 1
Support Call Process

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

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

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

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

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

Incident Priority

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

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available 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 support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

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

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

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that Tyler can respond appropriately. A software support incident can be escalated by any of the following methods:
(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

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

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Exhibit D
Web Services – Hosted Application Terms

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

1. <u>Hosted Applications</u>. Tyler will provide Client with any of the following hosted applications as indicated in the Investment Summary.

    1.1. *Web Services*: Tyler's Web Services are designed to enable Client to easily establish a presence on the Internet. Tyler's Web Hosting and Design is composed of Tyler's Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.

    1.2. *Utility Billing On-Line*: Tyler's Utility Billing On-Line Component allows Client to make available certain information from Client's utility billing system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information,

2. <u>Term</u>. Tyler will grant Client access to the hosted applications provided you timely pay all associated fees. The term of Client's subscription will commence on the Effective Date and will continue for three (3) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.

3. <u>Nature of Website</u>. Tyler shall maintain a website for Client, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.

4. <u>Data Procurement</u>. Client must set up a merchant account with Electronic Transaction System Corporation or authorized.net to be solely used for our Web Service transactions. The merchant account must be set up to fund to Client's bank account. Client is responsible for all fees and expenses of the merchant account. Client must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services requires a dedicated IP address; assignment of this address is your responsibility. While Tyler assumes responsibility for data transfer, Tyler are not responsible for accuracy of data transferred.

5. <u>Limited License</u>. Client's license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.

6. <u>Ownership of Data</u>. All data Client provides to Tyler for the purposes of generating the website shall remain Client's property. Should Client terminate its subscription, Tyler shall return to Client any such data in our possession.

7. <u>Fees</u>. Client agrees to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. Tyler may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.

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Exhibit E
Statement of Work

TO BE INSERTED