RESOLUTION NO. 5-1

WHEREAS, the Sangamon County Information Systems Department utilizes a Finance System from Tyler Technologies, Inc.

WHEREAS, the Finance System has been in place at Sangamon County since the 1980's and is reaching end of life, and will not be supported on Microsoft Windows 10.

WHEREAS, a RFP has been issued and the Sangamon County Finance Task Force has selected Tyler Technologies Microsoft based Finance System to replace the present aging Finance System.

THEREFORE, the Sangamon County Information Systems Department has prepared a project budget which includes software, hardware, training, conversion, etc. to upgrade Sangamon County to the Tyler Technologies, Inc. Microsoft based Finance System.

NOW, THEREFORE, BE IT RESOLVED, by the Members of the Board of Sangamon County, Illinois in session this 10th day of October, 2017 that the attached contract with Tyler Technologies and the Project Budget for $890,000 are approved.

Building and Grounds Committee

Finance Committee

FILED

SEP 27 2017

Sangamon County Clerk

RECEIVED

SEP 22 2017

Andy Coleman
SANGAMON COUNTY

AMENDMENT

This amendment ("Amendment") is made this _____ day of _____, 2017 ("Amendment Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and Sangamon County, Illinois, with offices at 200 S. Ninth Street, Springfield, IL 62701 ("Client").

WHEREAS, Client selected New World Systems Corporation ("New World") to provide certain software and related services pursuant to a license and services agreement with an effective date of December 1, 1988 (the "Agreement"); and

WHEREAS, on November 16, 2015, New World merged with and into Tyler, with Tyler being the surviving entity (the "Merger"), and Tyler and Client desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Effective as of the Merger, Tyler became the successor-in-interest to New World and assumed all rights and obligations of New World under the Agreement.

2. All references in the Agreement to "New World," "NWS," or other similar naming conventions shall now be understood to refer to Tyler.

3. The License for the Tyler Software includes use by: Sangamon County, Illinois; Capital Township; and Sangamon County Central Dispatch System. Sangamon County will be responsible for Capital Township's and Sangamon County Central Dispatch System's compliance with the terms of this Amendment.

4. The items in the attached Sales Quotation, set forth as Exhibit 1 to this Amendment are hereby added to the Agreement. The "Software to be Upgraded" set forth in Exhibit 1 are hereby removed from the Agreement, and Client's licenses thereto shall cease when the "Evergreen Software," set forth in Exhibit 1 have been moved to a live production environment. Project management, implementation and training services associated with the upgrade will be provided per the terms of Exhibit 3, Exhibit 4, Exhibit 4 Schedule 1 and Exhibit 5 of this Amendment.

5. All invoicing for these services will be sent to Sangamon County, 200 S. Ninth Street, Room# 312, Springfield, IL 62701. The following payment terms shall apply to the items added to the Agreement pursuant to this Amendment:

   a. Software license fees for the Additional Software will be invoiced 100% when we make the software available to you for download (for the purposes of this Amendment, the "Available Download Date").
   b. Associated maintenance and support fees for the Evergreen Software will be invoiced in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software on renewal of the annual maintenance term (December 1, 2017). Maintenance and Support fees for Additional Software will be invoiced on a pro rata basis beginning on the Available Download Date and ending on November 30, 2018. Subsequent annual maintenance fees for Additional Software will be invoiced annually thereafter. Anything to the contrary in the Agreement or this Amendment to the contrary, Tyler will not increase annual maintenance and support fees for the Evergreen Software and Additional Software more than five percent (5%) per annum for the first three (3) annual renewal terms.

c. Project Planning Services are invoiced 100% upon the delivery of the Implementation Plan Document.
d. Implementation and other professional services (Including training) fees and any expenses will be billed and invoiced as incurred.
e. The conversions are fixed –fees. These fees 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.
f. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached as Exhibit 2. 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.
g. Disaster Recovery Services: Disaster Recovery Services are invoiced annually in advance upon our receipt of your data. Disaster Recovery services will renew automatically for additional one (1) year terms at our then-current Disaster Recovery fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
h.

6. DocOrigin EULA
    a. Notwithstanding anything to the contrary in the DocOrigin EULA, the parties agree that the Client's site license for Tyler Forms processing supersedes the per-CPU, Per-Document and Per-Surface licensing restrictions set forth in section 1.4 A, B, and C. of the DocOrigin EULA. Additionally, the Client will not have Evaluation, Development or Testing Licenses so Sections 1.2 and 1.3 of the DocOrigin EULA do not apply.
    b. Notwithstanding any provision to the contrary in the DocOrigin EULA, Tyler is authorized by OF Software, Ltd. to agree to the following: The DocOrigin EULA shall be governed by the laws of the State of Texas, and venue shall be in a federal or state court in or serving Dallas County, Texas.
    c. The County shall not be held responsible for
        i. violation of the terms of the DocOrigin EULA caused by Tyler; or
        ii. violation of the terms of the DocOrigin EULA if such violation results from use of the Tyler Software, including DocOrigin Software integrated into the Tyler Software, permitted under the Agreement.
    d. Tyler shall indemnify and hold Client harmless against any claims resulting from either of the violations stated in Sections 6(c)(i) or 6(c)(ii) above.

7. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

8. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

By:_____

Name:_____

Title: _____

Date:_____

Sangamon County, Illinois

By:_____

Name:_____

Title:_____

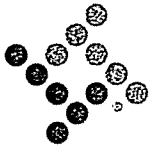Date:_____

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Exhibit 1
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date.

*Sales Quote# **NW-00652** to be inserted on the following pages prior to execution.*

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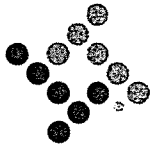
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Sales Quotation for:
Sangamon County, IL - #0242
200 S. Ninth Street
Springfield, IL 62701
217-535-3241

Tyler sales quotations are valid for 120 days

Evergreen Software and Related Services

Description	License	Year 1 Maintenance	Implementation # of Days	Implementation Cost	Data Conversion	Module Total
Financial Management Suite:						
Financial Management Base Suite - Includes GL, AP, Budget, Rev Collections, Misc. Billing & Rec., Bank Recon	$84,000	$15,120	29	$35,380	$6,000	$140,500
Project and Grant Accounting	$38,200	$6,876	8	$9,760	$3,000	$57,836
Purchase Orders	$25,200	$4,536	5	$6,100		$35,836
Financial Management Suite Subtotal:	**$147,400**	**$26,532**	**42**	**$51,240**	**$9,000**	**$234,172**
Payroll & Human Resources Suite:						
Payroll Processing - includes Personnel Management, Position Control, Position Budgeting	$21,150	$3,807	28	$34,160	$9,000	$68,117
Payroll & Human Resources Suite Subtotal:	**$21,150**	**$3,807**	**28**	**$34,160**	**$9,000**	**$68,117**
Overall Subtotal:	**$168,550**	**$30,339**	**70**	**$85,400**	**$18,000**	**$302,289**
Evergreen Discount Amount:	*$168,550*	*$0*				*$168,550*
TOTAL EVERGREEN SOFTWARE INITIAL COST:	**$0**	**$30,339**	**70**	**$85,400**	**$18,000**	**$133,739**

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217-535-3241

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Added Software and Related Services

Description	License	Year 1 Maintenance	Implementation # of Days	Implementation Cost	Data Conversion	Module Total
Financial Management Suite:						
Real Time Revenue Interface	$17,850	$3,213	1	$1,220		$22,283
Fixed Assets	$25,400	$4,572	5	$6,100	$7,000	$43,072
CC - DSS Base Datamart	$5,300	$954	1	$1,220		$7,474
CC - FM Analytics	$2,400	$432	2	$2,440		$5,272
CC - FM Dashboards	$16,000	$2,880	1	$1,220		$20,100
Financial Management Suite Subtotal:	**$66,950**	**$12,051**	**10**	**$12,200**	**$7,000**	**$98,201**
Payroll & Human Resources Suite:						
Benefits Tracking (Non-employee)	$4,950	$891	1	$1,220		$7,061
CC - HR Analytics	$2,400	$432	1	$1,220		$4,052
Benefits Administration	$5,400	$972	3	$3,660		$10,032
Personnel Actions	$10,350	$1,863	5	$6,100		$18,313
Payroll & Human Resources Suite Subtotal:	**$23,100**	**$4,158**	**10**	**$12,200**	**$0**	**$39,458**
eSuite Applications:						
eSuite Base	$4,500	$900	3	$3,660	Not Applicable	$9,060
eEmployee	$4,500	$900	1	$1,220	Not Applicable	$6,620
eTimesheets	$5,950	$1,190	2	$2,440	Not Applicable	$9,580
eBenefits Admin	$6,800	$1,360	1	$1,220	Not Applicable	$9,380
eSuite Application Subtotal:	**$21,750**	**$4,350**	**7**	**$8,540**	**$0**	**$34,640**
Tyler Content Manager (TCM):						
TCM Standard Edition (TCM SE)	$30,000	$5,400	6	$7,320	$1,500	$44,220
Tyler Content Manager Application Subtotal:	**$30,000**	**$5,400**	**6**	**$7,320**	**$1,500**	**$44,220**

Description	License	Year 1 Maintenance		Configuration	Module Total
Tyler Forms:					
Tyler Forms Processing Software	$13,500	$2,700		$2,000	$18,200
Tyler Forms Subtotal:	**$13,500**	**$2,700**		**$2,000**	**$18,200**

TOTAL ADDED SOFTWARE INITIAL COST:	**$155,300**	**$28,659**	**33**	**$40,260**	**$10,500**	**$234,719**

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Sangamon County, IL - #0242
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Additional Implementation Services

Service	Qty	Description	Fee
Project Planning Services	1	Project Manager to assist Customer's management in implementing the solution. This responsibility will include initial development of overall Implementation Plan with Customer's management and the Customer Liaison. A project review (kickoff) meeting.	$8,000
System Assurance	1	Windows Server 2012/Operating System Assurance and Software Installation: - Install and configure application servers - Consult on connectivity to new or existing Windows environment - Verify operating system and SQL configuration - Verify workstation configuration	$8,000
Consulting Services	25	Consulting Services (up to 25 days - sample services could include the following services): CPA Resource Consulting Chart of Accounts Configuration Documentation Process Changes Documentation & Management Training Material Customization Mid-Construction Review - System Configuration Assurance (takes place between functional review and finalize configuration trips) Acceptance Test Development Assistance Business Analytics/Report Construction Assistance	$30,500
Payroll Library	3	Payroll Library includes: 1 Payroll Check, 1 EFT, 1 1099R, 1 W2, and 1 1095C. Format choice of standard templates only. Does not include custom programming.	$6,000
Finance Library	3	Financials Library includes 1 AP Check, 1 EFT, 1 Purchase Order, 1 Requisition, 1 Inventory Issue, 1 Request for Payment, 1099-MISC, 1099-R, 1099-G, 1099-INT, 1099-S. Format choice of standard templates only. Does not include custom programming.	$6,900
Disaster Recovery Service	1	Disaster Recovery Services - New World ERP	$12,724
Disaster Recovery Service	1	Disaster Recovery Services - Tyler Content Manager	$5,000
		TOTAL:	**$77,124**

New World ERP Summary

	One Time Fees	Recurring
Total Software	$155,300	$58,998
Total Services	$213,560	
Disaster Recovery - New World ERP		$12,724
Disaster Recovery - Tyler Content Manager		$5,000
Summary Total	**$368,860**	**$76,722**

Contract Total (Excluding Estimated Travel Expenses)	$445,582

Estimated Travel Expenses
Trips @ $2,000/each - *Includes airfare, car rental, hotel accommodations and per diem*

26	Trips	$52,000

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Sales Quotation for:
Sangamon County, IL - #0242
200 S. Ninth Street
Springfield, IL 62701
217-535-3241

Tyler sales quotations are valid for 120 days

Software to be Upgraded

New World ERP Financial Management Software
Financial Management Base Package
- Base
- General Ledger Module
- Budget Management Module
- Accounts Payable Module
- Revenue/Cash Receipting Module

New World ERP Human Resources Software
Payroll with Base Personnel

Optional Services

Service	Days	Description	Fee
Custom Services - Project 1	7	Design, build and test functionality to add existing static vendors addendum information to the ACH transmittal file.	$8,925
Custom Services - Project 2 (Requires Project 1 to be completed first)	10	Design, build and test framework to support exisiting custom dynamic vendor information to the ACH transmittal file.	$12,750
Custom Services - Project 3 (Requires Projects 1 & 2 to be completed first)	2	Build Custom functions to generate the future vendor's dynamic addendum information for the ACH transmittal file. Scope: 2 Days per instance, going forward.	$2,550
Data File Conversion	1	TCM Standard Edition Optional upgrade; all converted documents will be assigned to one of the Standard Document Types included with New World ERP.	$23,800
Custom Services	4	Custom AP Import Interface ($3,000 per instance)	$12,000

Optional Services Subtotal:	**$60,025**

Note: Project 1 and 2 functionality will be placed in the standard product and would covered by the warranty clause in their maintenance agreement against defects. The custom functions would not be covered by the maintenance contract so anything that breaks/changes with those functions would be billable to repair after the normal 30 day warranty period on the custom work expires.

Optional Software Modules

Description	License Fee	Maintenance	Implementation		Conversion	Module Total
			# of Days	Cost		
Leave Management	$4,950	$891	2	$2,440		$8,281
TCM EE Upgrade from TCM SE	$22,000	$3,960	9	$10,980		$36,940
Optional Modules Subtotal:	**$26,950**	**$4,851**	**11**	**$13,420**	**$0**	**$45,221**

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Quoted By:	Krystyn Maxwell
Date:	3/20/2017
Quote Expiration:	7/18/2017
Client Name:	Sangamon County, IL
Quote Number:	NW-00652 v10 with DR v4
Quote Description:	Upgrade to Windows

Sales Quotation for:

Sangamon County, IL - #0242
200 S. Ninth Street
Springfield, IL 62701
217-535-3241

Tyler sales quotations are valid for 120 days

Footnotes

The costs provided in this proposal are based on all of the proposed products and services being obtained from Tyler Technologies. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust its prices accordingly.

Personal Computers must meet the minimum hardware requirements for the New World ERP product. Microsoft Windows 7 or greater with Internet Explorer (IE) 8 or greater is the required operating system and browser for all client machines.

Servers must meet the minimum hardware requirements for the New World ERP product. Windows Server 2008 (R2) or greater is required for the Application Server(s), Web Server(s) and Database Server. Microsoft SQL Server 2008 (R2) or greater is required for the Database Server. Customers must also license the appropriate number of Microsoft Client Access Licenses (CALs) for license compliance.

Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.

Travel and expenses are not included under *Total Services* as they are billed at actual cost. A separate line item above "*Estimated Travel Expenses*", shows Tyler's estimate for travel and living expenses for the scope of this project. That estimate is based upon $2,000 per trip, which may include airfare, hotel, per diem, car rental, and gas). All travel and living expenses will be billed on a weekly basis, but only as incurred.

Tyler supports SQL Server Reporting Services (SSRS) for server-based report generation and ad hoc reporting. SSRS utilizes a web services interface to support the development of custom reporting applications. SSRS is included in the Express, Workgroup, Standard, and Enterprise editions of Microsoft SQL Server. Customers may elect to use other third-party report generation tools including Crystal Reports however Tyler does not provide support for these tools and cannot guarantee compatibility.

Prices assumes that all software proposed is licensed.

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

An unlimited Site License is included for the above-proposed software The Site License is available to only the affiliated Public Administration agencies (Capital Township and Sangamon County Central Dispatch System) within the Prospect listed on this Sales Quotation.

Tyler will provide you up to 3 test sets of the converted data. Additional test sets requested may/will require additional conversion costs of $1,000 per data drop.

For the services labled as Project Planning Services, System Assurance, Disaster Recovery Service for New World ERP and Disaster Recovery Service for Tyler Content Manager and in Optional, Data File Conversion for TCM,   the 1 quantity is a fixed fee service.

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Exhibit 2
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 (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

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

B.   Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2.   Ground Transportation

A.   Private Automobile

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

B.   Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

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

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

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

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

B. Same Day Travel

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

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

5.   Internet Access – Hotels and Airports

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

6. International Travel

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

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport

renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

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

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

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Exhibit 3
DocOrigin End User License Agreement

parties hereto have executed this End User License Agreement as of the dates set forth below:

Sangamon County, Illinois

By:_____

Name:_____

Title: _____

Date:_____

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY OF SOFTWARE LTD. AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("Agreement" or "EULA") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "You") and OF Software Ltd. for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "Software"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. LICENSE TERMS

1.1   In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by OF Software Ltd., designed to provide unlocked access to the Software and its functionality.

1.2   **Evaluation License.** Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "**Evaluation Period**"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that OF Software Ltd. will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.

1.3   **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to download and install a copy of the Software from www.docorigin.com on a single machine and

use for development and testing to create collateral deployable to Your production system(s). You are not entitled to use a development and testing license for live production purposes.

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

A. **Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer.

B. **Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.

C. **Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.

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

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

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

2. LICENSE RESTRICTIONS

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3. UPDATES, MAINTENANCE AND SUPPORT

3.1 During the validity period of Your License Key, You will be entitled to download the latest version of the Software from the DocOrigin website www.docorigin.com. Use of any updates provided to You shall be governed by the terms and conditions of this Agreement. OF Software Ltd. reserves the right at any time to not release or to discontinue release of any Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.

3.2 On expiry of your maintenance and support contract, you will have the right to continue using the current version(s) of the Software which you downloaded prior to the date of expiry of your License Key. However, you will need to renew maintenance and support in order to receive a new License Key that will unlock the more current version(s) of the Software. For greater certainty, if you attempt to use an expired License Key to download the latest version of the Software, the Software will revert to being a locked, evaluation copy of that version of the Software.

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5. DISCLAIMER OF WARRANTIES.

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

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

6. **LIMITATIONS OF LIABILITY.**

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

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

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

7. **TERM AND TERMINATION**

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

7.2 OF Software Ltd. may terminate this Agreement in the event of any breach by You if such breach has not been cured within five (5) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to OF Software Ltd. or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to OF Software Ltd. or its distributor.

7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within five (5) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to OF Software Ltd.

8. **GENERAL PROVISIONS**

8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.

8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without OF Software Ltd.'s prior written consent. OF Software Ltd. may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.

8.4 **Governing Law and Venue.** This Agreement shall be governed by the laws of the Province of Ontario. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.5 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and OF Software Ltd. with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by OF Software Ltd. from time to time and the most recent version of the Agreement will be available on the OF Software website www.docorigin.com.

Last Updated: [July 18 2013]

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Exhibit 4
Upgrade Services

1. Project Planning Services

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

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

2. Implementation and Training Support Services

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

a) implementation of the Tyler Software; and
b) Training you or assisting with your training on the Tyler Software.

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

3. Interface and/or Fixed Installation Services

We shall provide interface and/or fixed installation services as described in the Investment Summary.

4. Hardware Quality Assurance Service

We shall provide Hardware Systems Assurance of your .NET server(s).

Hardware Quality Assurance Services (Standard Environment):
Hardware Systems Assurance and Software Installation:
- Assist with High Level System Design/Layout
- Validate Hardware Configuration and System Specifications

- Validate Network Requirements, including Windows Domain
- Install SQL Server and Apply Updates
- Install New World Applications Software and Apply Updates
- Establish Base SQL Database Structure
- Configure SQL Backup Routines
- Configure System for Electronic Customer Support (i.e. NetMeeting)
- Tune System Performance Including Operating System and SQL Resources
- Test High Availability/Disaster Recovery Scenarios (if applicable)
- Provide Basic System Administrator Training and Knowledge Transfer
- Document Installation Process and System Configuration

5. Decision Support Systems (DSS) Implementation Services

We will provide you with implementation of licensed DSS software modules. The implementation will include installation, training, and configuration of DSS modules. The recommended implementation and training shall include:
   a) One or more consultative session(s) (onsite) with executive command staff to discuss data needs and information requirements for decision making. You are responsible for ensuring that appropriate command level personnel/decision makers are available for this session.
   b) Solution design and review sessions to document and collaboratively analyze tools and dashboards to assist with data needs and decision making as discussed during the consultative session(s). Your sign off will be required on agreed upon requirements of reporting cubes and dashboards.
   c) Installation and configuration of DSS software.
   d) On-site training session(s) to provide an overview of using each DSS licensed module including basic reporting and dashboard creation and other standard features.
   e) Installation of your specific reporting cube(s) and dashboard(s) as agreed upon during solution design and review. Enhanced package includes up to 12 reporting cube(s) or dashboard(s).

6. Consulting Services

We shall provide Consulting services as described in the Investment Summary:

   a) CPA Resource Consulting
   b) Chart of Accounts- Configuration Documentation
   c) Process Changes Documentation & Management
   d) Training Material Customization
   e) Mid-Construction Review
   f) System Configuration Assurance (takes place between functional review and finalize configuration trips)
   g) Acceptance Test Development Assistance
   h) Business Analytics, Report Construction Assistance

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Exhibit 4
Schedule 1
Data File Conversion Assistance

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

<u>General</u>

1) For each type of conversion (e.g. COA, Vendor, Assets, etc.), the conversion effort includes data coming from one unique data source, not multiple sources.
2) No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Data cleansing, removal of duplicate records, and editing must take place by you prior to providing the data to us.

<u>Our Responsibilities</u>

1) We will provide you with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by us will commence until you approve this document.
2) We will provide the data conversion programs to convert your data from a single data source to the Tyler Software for the specified files.
3) As provided in the approved project plan for conversions, we will schedule a conversion analysis trip and a separate data conversion testing trip to your location. The conversion testing trip for each application is a billable support trip, using standard daily billable rates, which is scheduled in conjunction with the delivery of the converted data to you.
4) We will provide you an initial conversion and up to 3 additional test sets of the converted data. Additional test sets requested may/will require additional conversion costs.
5) We will provide the standard conversion record layouts to you and convert the available data elements defined in the standard conversion record layouts.

<u>Client Responsibilities</u>

1) You will provide data in standard conversion record layouts as provided by us. Submitted data files must include an accurate count of records contained in the files.
2) Data will be submitted to us in one of the following formats: AS/400 files, Microsoft SQL Server database, Microsoft Access database, Microsoft Excel Spreadsheet, or an ASCII-format delimited text file. Data and databases will be transferred using the New World ftp site.
3) As provided in the project plan for conversions, you will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever our staff is on site regarding conversions.

Roughly a one to one commitment exists for your commitment and our commitment. You understand that thorough and timely testing of the converted data by your personnel is a key part of a successful data conversion.

4) You agree to promptly review conversion deliveries and signoff on both the conversion design document and on the final conversion after the appropriate review. Applying the converted data to the production (Live) environment will constitute conversion acceptance by you.

5) If you cannot provide data in the format defined in our standard conversion record layouts, then we will map the data to our standard conversion record layout at the Daily Rate. You must provide complete file and field definitions for us to map the data.

Files to be converted:

Finance
Finance Base
• COA - The chart of accounts includes funds, organizations 2 through 6, base and detail accounts, organizations sets. GL Account Free Form Documents will be converted to Notes.   • Vendor - Vendors include the base vendor, vendor contacts, vendor addresses, Vendor/Commodity Information. Vendor Free Form Documents will be converted to Notes.   • Projects - Project set up, general ledger transactions, Sub-Projects, Budgets (project and sub-project, transactions), and Project Funding Sources   • GL History - The General Ledger History conversion includes the detailed general ledger transaction history.   • Current Year's Budget - Pending budget.   • Budget History - Adopted budget history.   • Banks - Bank set up includes the bank information and the bank account information.   • Departments - Departments include the conversion of the functional department and sub-department codes   • Master Files - Financial Managements master files include invoice types, sales tax, and validations sets.   • Accounts Receivable – Invoice Batches, Invoice Types, Invoice Rate Codes, Customers   • Revenue Collection Receipts - Payment Codes, Payment Code distributions, Cashiers, Cashier Codes, Collection Stations, Receipt transactions.
Fixed / Pending Assets
• Fixed Assets – Inventory Master, Disposition, Asset Type, Building Location, Department, Classifications, Property, Insurance Policy, Manufacturer, Source, Status, Maintenance Contract.

Human Resources / Payroll

Employee Base

- Employee - Employee Master Files include Employee Position, Employee demographic information, assigned benefits, assigned deductions, assigned taxes, assigned pay rate, employee direct deposit set up, employee gl distributions, assigned schedules, assigned dependents, and assigned Certification. Employee Free Form Documents will be converted to Notes.

- Employee Check Messages - Check messages to appear on the employee's check.

- Employee Documents - Free form text on the 400 is not supported.
- Employee Inventory - Inventory items such as keys, pagers, and key cards assigned to employees.
- Employee Education - Education, skills, and certifications acquired by the employee.
- Master Files - HR Master files include Benefit Codes, Deduction Codes, Tax Codes, Hours Codes, Hours Categories, Shift Codes, FLSA Codes, Job Classes, Grades/Rates, Workers Compensation codes, Frequency Codes Separate Check codes, Bank Accounts, Benefit Groups, Pay Batches, Departments and Sub-departments and validation set entries required for employee set up.

Payroll History Base

- Direct Deposit, Positions and Rate Changes.
- Pay Batch History - The batch history for payroll.
- Earnings History - The employee's earnings history by pay batch.
- Deduction History - The employee's deduction payment history by pay batch.
- Benefit History - The employees benefit history by pay batch.
- Hours History - The employee's hour history by pay batch. This includes earned and taken accrual hours.
- Payroll Journal - Detail line items of main General Ledger journal entry.
- Check History - Check number and check date. Links the check to the earnings information.
- Disbursement Check History - Vendor payments created from payroll processes. Interfaced to Accounts Payable but processing disbursements
- Position Control – Positions, Distribution, History. Free Form Documents will be converted to Notes.

Exhibit 5
Disaster Recovery Terms

WHEREAS, Client desires to enroll in Tyler's Disaster Recovery Service for the Tyler Software licensed by Client from Tyler, subject to these Disaster Recovery terms; and

THEREFORE, Tyler and Client agree as follows:

1. **Definitions:**

   1   Disaster. An unplanned event that is not within the reasonable control of the Client which results in the failure of the Tyler Software Products licensed by Client to perform Critical Processes. A Disaster is *not* a hardware or network failure that would have been avoided with reasonable diligence and maintenance in accord with the industry standard, a failure otherwise covered by an in-force Agreement Client has with Tyler (e.g., Tyler Annual Maintenance Agreement ("Support Agreement"), Technical Services Agreement, or Tyler Systems Management ("TSM") Agreement, or a failure that can be remedied in less than sixteen (16) business hours.

   2   Disaster Recovery Plan. Defined at #2 of Exhibit 1 to this Disaster Recovery Agreement.

   3   Critical Processes. Mutually defined in the Disaster Recovery Plan.

   4   Critrical Users. Mutually defined in the Disaster Recovery Plan.

   5   Recovery Point Objective ("RPO"). Amount of time since last successful data transfer. With successful nightly transfer of data, RPO would be no more than twenty-four (24) hours.

   6   Recovery Time Objective ("RTO"). Twenty-four (24) business hours after receipt Disaster declaration for Client data not exceeding one (1) terabyte in size, for Critical Users using Critical Processes. RTO for Client data one (1) terabyte in size or greater shall be mutually agreed, specified and incorporated into the Disaster Recovery Plan.
   Holiday. New Year's Day (January 1), Memorial Day (observed), Independence Day (July 4), Labor Day (observed), Thanksgiving Day, Day after Thanksgiving Day, Christmas Day (December 25).
   Business Days. Monday through Friday, excluding Holidays.
   Business Hours. 8 AM – 6 PM (EST) on Business Days.
   Force Majeure. An event beyond the reasonable control of a party, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.

2. Term. The initial term shall commence on receipt by Tyler of Client's data and shall terminate one (1) year thereafter ("Initial Term"). Disaster Recovery services shall renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. In the event the Support Agreement is terminated, Disaster Recovery services shall coetaneously terminate.

3. Disaster Recovery Services. Tyler shall provide the Disaster Recovery services ("DR Services") as described herein, including any Exhibits and associated appendices. All DR Services shall be provided remotely. In the event the

Disaster results in damage to Client's server(s) and a re-installation of the Tyler Software Products licensed by Client is required as a result of such damage, Tyler shall re-install the Tyler Software Products free of charge if Client is enrolled in Tyler's TSM service (ERP, Munis, TCM) or Technical Services Support (Incode, Eden, TCM). Otherwise, such re-installation shall be obtained from Tyler at Tyler's then-current installation services rates. Tyler Disaster Recovery staff will contact Client within twelve (12) business hours of any such reinstallation for reinstallation of Disaster Recovery Software.

4. <u>Client Requirements</u>. In order for Tyler to provide DR Services, Client shall:
   a) Provide high speed internet access, including upload bandwidth sufficient for complete nightly data transfers to comply with applicable RPO
   b) Comply with then-current minimum hardware and network requirements as specified on Tyler's support website
   c) Maintain security and access privileges for Tyler to receive data transfer and reasonably perform activities reasonably necessary for Tyler to provide DR Services
   d) Permit installation of software required for provision of DR Services in accord with these terms as reasonably determined by Tyler
   e) Reasonably notify Tyler in advance of any changes in Client's network that impacts Tyler's ability to deliver DR Services

5. Disaster by calling Tyler at (207) 781-2260 or (800) 772-2260 and clearly stating that CLIENT IS DECLARING A DISASTER.

6. <u>Disaster Recovery</u>. Client's Critical Processes will be accessible by Critical Users in accord with the applicable RTO.

7. <u>Data</u>. Data Transfer shall be handled in accord with Exhibit 1 hereto.

8. <u>Release Life Cycle</u>. Tyler shall support prior releases of the Tyler Software Products in accordance with Tyler's Release Life Cycle Policy.

9. <u>Payment & Price</u>
   In consideration of the Services provided by Tyler herein, Client shall pay Tyler as indicated in No.5, Item G of the Amendment. Thereafter, the annual fee will be invoiced and paid prior to the commencement of the renewal term.

10. <u>Exclusions</u>.
   a) Tyler's Disaster Recovery Service shall not be used to replace required on-site backups of Client data for Tyler Software Products licensed by Client.
   b) The fee paid for Disaster Recovery service does not include, and Client is responsible for the costs associated with:
      i.   Hardware and/or software necessary to remotely access Tyler's data center, and any and all on-site services. Client may request and purchase on-site services at Tyler's then-current rates.
      ii. In the event Client requests Tyler to hand-deliver or courier the critical processes output (such as payroll checks), the cost of such special delivery shall be borne by Client and payable thirty (30) days from receipt of invoice.

11. <u>License Terms</u>. Client's use of the Tyler Software included in the Disaster Recovery Service remains subject to limitations on Client's use in the License and Services Agreement by which Client licenses such Tyler Software from Tyler, including disclaimer of implied warranties.

Exhibit 1

In addition to those services described elsewhere in this exhibit, DR Services are described in the following sections.

1   Data Transfer

The electronic transfer solution provides nightly (between the hours of 8 PM and 6 AM) transfer and archiving of Client's Tyler data and is subject to the following conditions:

- Initial data transfer may require portable disk.
- Data transferred shall include only items essential to provision of service.
- Applications included in the Disaster Recovery service are listed in Appendix A to this Exhibit 1. Such description shall also indicate database and file detail required for provision of DR Services. Tyler Software Products not listed in Appendix A and any non-Tyler Software Product shall not be included in data transfer or the Disaster Recovery Service.
- Only production databases are backed up.
- Data from the last seven (7) successful data transfers are retained by Tyler.
- Total data storage is limited to 200 gigabytes ("GB"). Storage limit may be increased in 200 GB increments by mutual agreement and at additional cost.
- Data transferred to Tyler as part of Disaster Recovery Service is not available for Client's data retrieval or restoration not associated with the Disaster Recovery Service provided by Tyler. Tyler may provide data transferred by Client on an exception basis, upon request.
- Tyler is not responsible for the integrity of the data provided by Client to Tyler. Tyler will use the most current viable data to restore Client's critical processes.
- To the extent the database contains confidential information, Tyler shall keep confidential such information in accordance with the confidentiality provisions of the Agreement(s) by which Client licenses the Tyler Software Products from Tyler.
- Tyler Disaster Recovery staff will monitor status of data transfers on Business Days.
- In the event of two (2) consecutive data transfer failures, Tyler will timely provide notice to Client in order to commence troubleshooting.
- Tyler shall have no liability for failure of data transfers not solely caused by Tyler.
- Tyler will provide transfer report related to Client data transfer upon request.
- Client shall provide to Tyler any required encryption key (or other comparable device), including the right to back-up such key (or device), required to access the transferred data.

2   Disaster Recovery Plan

The Disaster Recovery Plan is a mutually drafted document which details, in addition to the services described above in this exhibit, the DR Services Tyler shall provide to Client. The parties' responsibilities with respect to the Disaster Recovery Plan are further defined below.

Tyler's Responsibilities:

- Coordinate activities associated with transfer of data to Tyler's data center.
- Document Disaster Recovery strategy for critical processes.
- Review the Disaster Recovery Plan with Client.
- Provide reasonable guidance for Disaster Recovery policies and procedures.
- Identify modules, databases, applications, and files required for Disaster Recovery service.

Client's Responsibilities:

- Provide remote access to Client's Tyler database server for analysis and configuration of data transfer.
- Provide network support if required to enable transfer of data from Client's server to the Tyler data center.
- Provide PCs and high-speed modems for access from Client's alternate processing location, if required.
- Provide technical resources to configure remote access PCs, including Tyler supplied application software, if reasonably required to receive Disaster Recovery services pursuant to this exhibit.
- Provide a chain of command document for communication during a disaster.
- Maintain the Disaster Recovery Plan and integrate the Disaster Recovery Plan made with Tyler with Client's comprehensive disaster recovery plan.

Shared Responsibilities:

- Identify critical users for DR Services.
- Identify critical processes for DR services.
- Identify RTO.
- Draft initial Disaster Recovery Plan within ninety (90) days of commencement of Initial Term.
- Define recovery processes for post Disaster operations (mandatory for Odyssey CM clients, optional for all others).

3 DR Services during Disaster

A. Upon declaration of a Disaster, Tyler shall provide DR Services from one of its hosting facilities for the duration of the Disaster, not to exceed thirty (30) consecutive Business Days. Use of Tyler's data center in excess of such period shall require the parties to execute a change order detailing the duration of the extension and the additional cost associated therewith.
B. Hosting Services During a Disaster.
    i. Hosting Services during a Disaster will be provided in accord with Tyler's then-current standard availability guarantees from its Service Level Agreement for SaaS clients. Any credits issued to Client will be based on the total Disaster Recover fee paid for the then-current term.
    ii. Tyler will use best efforts to include interfaces for Tyler Software Products covered as part of these DR services.
    iii. Hosting Services shall not include interfaces or interconnects with 3rd Party Products unless specifically agreed in the Disaster Recovery Plan.
C. Processing Assistance During a Disaster includes, as necessary:
    i. Print Output:
        a. Payroll Checks
        b. Retirement Checks
        c. Accounts Payable Checks.
    ii. In the event print output is required to be sent non-electronically, Client shall bear the cost of shipment.
    iii. Transfer of Automated Clearing House ("ACH") Files to bank on Client's behalf. Transfer may require pre-notification by Client to bank.
D. Clients receiving DR Services during a Disaster receive priority access to Tyler application support.

4 Annual Disaster Recovery Test

The parties may review and test the Disaster Recovery service.

- Scheduled by parties at least thirty (30) days in advance
- Client must provide a list of users who will partake in the test,
- Test shall not exceed 2 weeks,
- Retest within same year available if initial test not agreed by both parties to be successful

5   Estimated Schedule

The services provided pursuant to this exhibit will be performed consistent with the estimated schedule mutually agreed to by Tyler and Client. Tyler and Client agree to promptly perform their respective responsibilities according to such schedule.

6   Tyler's Other Responsibilities

Project management services are provided as part of the Disaster Recovery service. Tyler will designate a Project Manager who will be Tyler's contact for all communications with Client and will have the authority to act on Tyler's behalf in matters regarding this Statement of Work. Tyler's project manager will perform the following tasks:

- Review Statement of Work with Client's project manager.
- Review current project status.
- Recommend changes or additions to the project as appropriate.
- Administer the change control procedure.
- Review and evaluate the progress of the project with Client's project manager to resolve any necessary changes.

7   Client's Other Responsibilities

Tyler's performance is predicated upon the following responsibilities being fulfilled by Client:

Prior to the start of the Statement of Work, Client will designate, in writing, a person who will be Client's Project Manager who will be Client's contact for all communications with Tyler and who has the authority to act on behalf of Client in all aspects of the Statement of Work. The Project Manager will perform the following activities:

- Interface between Tyler's Project Manager and Client's organization.
- Administer project change control with Tyler's project manager.
- Arrange reasonable access to Client's data for project personnel, as reasonably required.
- Conduct any communication through Tyler's Project Manager.
- Help resolve and escalate project issues within Client's organization as required.
- Obtain and provide project requirements, data, decisions and approvals within five (5) business days of request. If such requirements, data, decisions or approvals are delayed beyond the time specified, Client agrees to relieve Tyler of its responsibility for the affected Service until Client performs that obligation.
- Accept responsibility for the data files, selection and implementation of controls for Client's location, and security of the stored data.

Client acknowledge that it is Client's responsibility to identify and make the interpretation of any applicable federal, state and local laws, regulations and statutes.

8   Project Change Control Procedure

When Tyler and Client agree to a change in the Disaster Recovery Plan, Tyler will prepare a written description of the agreed change which both Tyler and Client must sign. The Change Order will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. When charges are necessary in order for Tyler to analyze a change, Tyler will give Client a written estimate and begin the analysis only after Client's written authorization.

Defined User Maximum. The maximum number of named Client users available to use DR Services is thirty (30).

Covered Applications.

Financial Management Base Suite
Miscellaneous Billing and Receivables
Project and Grant Accounting
Purchase Orders
Real Time Revenue Interface
Fixed Assets

Payroll Processing Suite
Benefits Tracking (non-employee)
Benefits Administration
Personnel Actions

TCM Standard Edition (TCM SE)

Tyler Forms Processing Software