



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER \_\_\_\_\_  
PAGE 1 OF 42  
DATE: 11/12/2024

**SUBJECT: CONSIDERATION OF AGREEMENT BETWEEN TARRANT COUNTY  
AND TYLER TECHNOLOGIES, INC. FOR THE ENTERPRISE JUSTICE  
CASE MANAGEMENT SYSTEM UPGRADE**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court consider an Agreement between Tarrant County and Tyler Technologies, Inc. for the Enterprise Justice (Odyssey) Case Management System Upgrade.

**BACKGROUND**

On August 24, 2010, the Commissioners Court, through Court Order #108644, entered into an End User License Agreement with the Council of Urban Counties (CUC) and Tyler Technologies for the purchase and sole source designation of the Odyssey Case Management System (now known as Enterprise Justice). Subsequently, Tyler Technologies, Inc. terminated its agreement with CUC.

On November 10, 2015, the Commissioners Court, through Court Order #121442, entered into an agreement directly with Tyler Technologies.

On November 21, 2023, the Commissioners Court, through Court Order #142199 approved the sole source designation with Tyler Technologies, Inc. for the Odyssey Case Management System.

With approval, the system will transition from the current on-premise infrastructure to a more advanced, fully supported, and modernized cloud-based solution. The objectives of this upgrade are to enhance system efficiency, scalability, and cost-effectiveness, thereby ensuring a more dependable and resilient service for both the County Clerk and Justice Courts staff and the esteemed citizens of Tarrant County.

The term of this Service Agreement is from November 15, 2024 through November 14, 2027, for a duration of three (3) years. The detailed payment schedule is delineated in Exhibit A – Investment Summary (Fee Schedule), appended to the Service Agreement on page 16.

This contract has been approved as to form by the Criminal District Attorney's Office.

SUBMITTED BY	Information Technology	PREPARED BY:	Kathy Eilers
		APPROVED BY:	Andre Mendes



## COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: \_\_\_\_\_ DATE: 11/12/2024 PAGE 2 OF 42

### **FISCAL IMPACT**

The fiscal impact to Tarrant County is \$855,620.00 for FY 2025. There will be a reduction based on pro-rated maintenance fees paid in October 2024. Funds will be disbursed in accordance with Exhibit A – Investment Summary (Fee Schedule) and Exhibit B – Invoicing Payment Policy of this Service Agreement. Funds are available in account 10000-2025 General Fund/1810410000 IT Application Development and Support/578025 Software Maintenance and Licenses.



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Tarrant County, TX acting as the Client.

WHEREAS, Client and Tyler are parties to those certain previously executed license and services agreements for the software products identified in the Investment Summary (the "Original Agreements");

WHEREAS, Client and Tyler now desire to migrate the software products purchased under the Original Agreements and set forth in the Investment Summary from an on-premise installation to a SaaS installation, and to replace the Original Agreements with updated terms to reflect the ongoing nature of their relationship, 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.
- **"Client"** means Tarrant County, Texas.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date upon which the last authorized representative of both Tyler Technologies and Tarrant County has duly executed this Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary (Fee Schedule)"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to the Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES AND SECURITY

1. Termination of Original Agreements. When Tyler makes the Tyler Software set forth in the Investment Summary and licensed pursuant to this Agreement available to the Client for use in live production, the Original Agreements will terminate by mutual agreement of the parties, as will Tyler’s maintenance, support, and/or update obligations for the software included therein.
2. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS



Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).

3. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
4. Ownership.
  - 4.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 4.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 4.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
5. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
6. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.
7. SaaS Services.
  - 7.1 If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center in response to your written request in accordance with this Section B(7.1). You acknowledge Tyler's affirmation that its compliance reports, including SOC 1 and SOC 2 compliance reports prepared in accordance with the AICPA's Statement on

Standards for Attestation Engagements (“SSAE”) No. 21 or its equivalent, constitute Tyler’s confidential information containing trade secrets related to information security (such reports individually and collectively, “Information Security Documents” or “ISD”). Pursuant to this Section B(7.1) and Section H(17) below, you agree not to disclose or reproduce or authorize any third party to disclose or reproduce, any portion of the ISD other than to your employees or auditors with a need to know; provided, however, that you inform such persons to keep the ISD confidential. If you receive a request for the ISD under the Texas Public Information Act, you agree to inform Tyler of such request in conjunction with your governmental entity’s formal notice to the Texas Attorney General (“Texas AG”) informing the Texas AG that a request for certain information has been filed by a member of the public. Your formal notice to Tyler will advise Tyler of its right to file a written argument with the Texas AG’s office objecting to the request for information. You agree not to disclose the ISD to the requestor until after the Texas AG has issued its opinion as to whether disclosure is required.

- 7.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 7.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a disruption of SaaS Services from the data center hosting your data, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the Tyler Software must be restored.
- 7.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 7.5 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.
- 7.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 7.7 We provide secure Data transmission paths between each of your workstations and our servers.

7.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

## 8 Security Obligations.

8.1 Confidentiality, Integrity, and Availability (CIA). Tyler Technologies shall implement and maintain commercially reasonable security measures to protect the confidentiality, integrity, and availability ("CIA") of all Tarrant County Data ("Data") disclosed to Tyler Technologies or accessed by Tyler Technologies personnel ("Personnel") under this Agreement.

8.2 Confidentiality. Tyler Technologies shall hold the Data in confidence and shall not use or disclose the Data for any purpose other than as authorized by this Agreement. Tyler Technologies shall use the same degree of care to protect the confidentiality of the Data as Tyler Technologies uses to protect its own confidential information, but in no event less than a commercially reasonable degree of care.

8.3 Data Encryption. Tyler Technologies shall employ strong encryption algorithms to protect the Data in transit, in accordance with industry best practices. Tyler will endeavor to encrypt Data at rest within a commercially reasonable timeframe from the Effective Date of this Agreement.

8.4 Data Storage Location. All Tarrant County Data processed, stored, or transmitted by Tyler Technologies, Inc. under this Agreement shall be stored at rest within the geographic boundaries of the forty-eight (48) contiguous United States of America.

8.5 Breach Notifications. Tyler Technologies shall notify Tarrant County in writing within 72 hours following the discovery of any confirmed unauthorized access, use, or disclosure of the Data (a "Security Incident"). Tyler Technologies shall reasonably cooperate with Tarrant County in any investigation or remediation efforts related to a Security Incident and shall comply with all applicable laws and regulations regarding data breach notification.

8.6 Patch Installation. Tyler Technologies, Inc. agrees to install all security patches for the software provided to Tarrant County within a commercially reasonable timeframe.

8.7 Software Version and Support. Tyler Technologies shall only install and maintain Software versions that are currently under a supported release package by the software manufacturer. Deprecated software shall not be installed within the Tarrant County Technology Infrastructure.

8.8 Vulnerability Scanning and Remediation. Tyler shall conduct periodic vulnerability scans and penetration testing on the Tyler Technologies server(s) used for this Agreement and shall remediate any vulnerabilities in a risk-informed fashion.

## SECTION C –PROFESSIONAL SERVICES

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

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
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 the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we 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 you repeatedly cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. We will comply with all CJIS requirements that are applicable to our performance under this Agreement.
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike

manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);

9.2 provide support during our established support hours;

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

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

We will use all reasonable efforts to perform support services remotely, and you agree to reasonably assist us in doing so. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

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

10. Legislative Change Support. For county customers, we make available legislative change support as follows:

10.1 We will provide you with refinements, enhancements, or other modifications to the Tyler Software as necessary to comply with enacted statewide legislation or administrative regulation applicable to all our clients in your state pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates.

10.2 We will use commercially reasonable efforts to implement such changes within the time frames set in the applicable legislation or regulation, but in any event within the next version release of the Tyler Software.

10.3 For county customers, our responsibility for legislative change support in each annual term is limited to the number of hours of analysis, post-release data migration, and testing services, at our then-current hourly rates, equal to 20% of the total annual maintenance and support fees or 8% of the total annual SaaS fees paid by all customers within your state during that term.

10.4 You are responsible for any fees in excess of the applicable limits under Section 10.3 above, as well as the cost of any other services required to implement such changes, including, without limitation, training, configuration, project management, or data conversion from external sources. Prior to performing any services under this Section that would result in fees to you, we will provide you with a change order or addendum.

10.5 Business process changes, including usage of optional or new features and data fields, may be required to meet the needs of legislative changes. Tyler will document intended utilization of such new features or new fields, but it is the client's responsibility to enact process changes for compliance with new requirements.

10.6 Our legislative change support obligations do not apply to services required to support new duties or responsibilities that expand upon the scope of your internal business purposes disclosed to us as of the Effective Date.

## **SECTION D – THIRD PARTY PRODUCTS**

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

## **SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES**

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

## SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years, commencing on November 15, 2024, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement can be renewed for additional one (1) year renewal terms at our then-current SaaS Fees upon written approval by both parties. Tyler will notify Client at least ninety (90) days prior to the end of the then-current renewal term and provide a written quote for the upcoming renewal. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2) “Invoice Disputes”.
  - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you do not cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3) “Dispute Resolution”. You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3) “Dispute Resolution”.
  - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees.

## SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
  - 1.1 We will defend and indemnify you and your agents, officials, and employees from and against any third party claim(s) that the Tyler Software or Documentation infringes that third party’s patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
  - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final



judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

## 2. General Indemnification.

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

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1) "TERM", TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY**



RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THIS SECTION G(4) "LIMITATION OF LIABILITY" AND SECTION G(5) "EXCLUSION OF CERTAIN DAMAGES" SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) "INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION" AND G(2) "GENERAL INDEMNIFICATION".

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Tyler Software, Products, and Services. You may purchase additional Tyler Software, 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 or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. If we fail to resolve the dispute, then the parties may participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation,

sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect on the terms of this Agreement and the terms and conditions of this Agreement shall control over any terms and conditions contained in a purchase order or similar document submitted by you. This Agreement may only be modified by a written amendment signed by an authorized representative of each

party.

12. Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. Additionally, any provision of this Agreement is found by a proper authority to be unenforceable, illegal, or invalid, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause, or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists when required for responding to Requests for Proposal or other similar procurement documents. We will not identify you by name in marketing presentations or promotional materials without your prior written consent.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. 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; or
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
  - (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, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Texas, without regard to its rules on conflicts of law.
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, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Cybersecurity (Managed Detection and Response) Terms. Your rights, and the rights of any of your end users, to use Tyler's Managed Detection and Response services is subject to the Cybersecurity Services Terms of Service, available at <https://www.tylertech.com/terms/cybersecurity-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
23. Contract Documents. This Agreement includes the following exhibits:
- |           |  |
|-----------|--|
| Exhibit A | Investment Summary                                     |
| Exhibit B | Invoicing and Payment Policy                           |
| Exhibit C | Service Level Agreement                                |
|           | Schedule 1: Support Call Process                       |
| Exhibit D | Client Success Account Management Terms and Conditions |
| 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.

Tarrant County, TX

By: Sherry Clark

By: \_\_\_\_\_

Name: Sherry Clark

Name: \_\_\_\_\_

Title: Group General Counsel

Title: \_\_\_\_\_

Date: 10/8/24

Date: \_\_\_\_\_

Address for Notices:

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

Address for Notices:

Tarrant County, TX  
200 Taylor St, IT Department  
Fort Worth, TX 76196  
Attention: Michael Webb and Melei Kelly

*With a copy to:*

Tyler Technologies, Inc.  
5101 Tennyson Parkway  
Plano, TX 75024  
Attention: Legal Department



## Exhibit A

### Investment Summary (Fee Schedule)

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

Software Fees				
Annual SaaS Fee Schedule				
	Year 1	Year 2	Year 3	Year 4
Annual SaaS Fees	\$1,069,525	\$1,123,001	\$1,179,151	\$1,238,109
Migration Incentive	-\$213,905	-\$213,905	-\$213,905	\$0
Net Annual SaaS Fee	\$855,620	\$909,096	\$965,246	\$1,238,109
SaaS Software	SaaS Fees			
All Modules:				
Enterprise Case Manager - Civil/Family/Probate/Mental Health - Single Clerk Office				Included
Enterprise Case Manager - Justice Courts Enterprise				Included
Odyssey Document Management Bundle				Included
Electronic Signatures (eSignatures)				Included
Record on Appeal Creator				Included
OCR Level 2				Included
Judge Edition - 8 Courts				Included
SessionSync				Included
Case Manager Integration Toolkit				Included
Managed Detection and Response (MDR) - (4 Week Trial Period) *				Included
CSAM (Year 1)**				Included
Annual SaaS Fees				\$1,069,525
Migration Incentive				-\$213,905
Total Annual SaaS Fees (Year 1)				\$855,620
Implementation Services				
Professional Services (Fixed Cost)				Cost
SaaS Migration Services				\$29,835
Notes:				
Enterprise Justice Silver SaaS Tier, including up to 250 concurrent users. Includes up to 14 TB of storage. Additional storage may be purchased at \$1,300 per TB/year.				
Included sites – Production and two non-production environments.				
Includes access to Enterprise Justice Replicated Database.				
* The Managed Detection and Response (MDR) 4 week trial period begins with the installation of the Tyler MDR service. The client's access to the Tyler MDR service terminates at the end of the Trial Period unless the client provides written confirmation that it wishes to receive Tyler MDR as a paid service, and the parties execute an amendment setting forth the ongoing terms and fees for such service.				
** The CSAM is provided at no cost for the first year (Year 1) of the agreement. The CSAM will terminate at the end of Year 1 unless the client provides written confirmation that it would like to originate a CSAM as a paid service and the parties execute an amendment setting forth the applicable ongoing terms and fees.				

### Professional Services Milestone Billing Schedule

Deliverable	Description	Acceptance Criteria	Amount	Estimated Completion Date
<b>1.2 Build SaaS Environments Complete</b>	Tyler establishes a Production, Test, and 3rd Non-Production Environment Completed	Client can successfully establish a connection to the Tyler SaaS environment and launch Enterprise Justice Assistant for the Production, Test, and 3rd Non-Prod Environment.	\$11,934	12/9/2024
<b>1.5.1 Go-Live Data Migration</b>	Tyler migrates the on-premise Data to the SaaS Production environment	Client can successfully log in and validate the migrated data matches the data in the on-premise Production environment.	\$11,934	2/8/2025
<b>1.6.1 Project Closeout Report</b>	Report that indicates all deliverables have been completed and the project is closed.	Report is accepted and approved by Tarrant County that indicates all deliverables have been completed and no material project issues remain.	\$5,967	3/3/2025
			<b>\$29,835</b>	

The estimated completion dates listed above may be changed upon mutual agreement of the parties' respective project managers. Neither party is liable for any delay or failure to meet such estimated dates.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



## Exhibit B Invoicing and Payment Policy

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

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

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. Beginning on the commencement of the initial term, Client shall no longer be required to pay annual maintenance and support fees under the Original Agreements.
2. **Credit for Maintenance and Support Fees.** Client will receive a credit for any prepaid but unused maintenance and support fees payable under the Original Agreement as of the commencement of the initial term as set forth in Section F(1) of this Agreement.
3. **Other Tyler Software and Services.**
  - 3.1 **Professional Services.** Fees for implementation and other professional services (including training) are billed and invoiced following Client's written acceptance in accordance with the Professional Services Milestone Billing Schedule set forth in the Investment Summary.
  - 3.2 **Managed Detection and Response ("MDR") Services.** Managed Detection and Response Services shall have an initial trial term that commences on the date of installation of the MDR Services and continues for a period of four (4) weeks (the "Trial Period"). Upon the expiration of the Trial Period, the MDR Services will terminate unless Client and Tyler execute a written amendment to this Agreement setting forth the ongoing terms and fees for such services. The MDR Services are provided at no cost during the Trial Period. Fees for any subsequent periods are not included with the fees set forth in the Investment Summary. MDR Services are subject to the terms and conditions set forth in Section H(24) of this Agreement.
  - 3.3 **Client Success Account Management ("CSAM") Services.** CSAM Services shall have an initial term that commences on November 15, 2024 and continues for one (1) year. Upon the expiration of the initial term, the CSAM Services will terminate unless Client and Tyler execute a written amendment to this Agreement setting forth the ongoing terms and fees for such services. CSAM Services for the initial term are provided at no cost. Fees for any



subsequent terms are not included with the fees set forth in the Investment Summary.  
CSAM Services are subject to the terms and conditions set forth in Exhibit D.

4. Expenses. The service rates in the Investment Summary (Fee Schedule) do not include travel expenses. No travel is anticipated under this Agreement as of the Effective Date. Should on-site resources be required or requested by Tarrant County, we will mutually agree on the applicable travel costs at such time.

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



## Exhibit C

### Service Level Agreement

#### I. Agreement Overview

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

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

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

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

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

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

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

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

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

#### III. **Service Availability**

##### a. Your Responsibilities

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

##### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

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

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

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

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

#### IV. Maintenance Notifications

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

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



## Exhibit C Schedule 1 Support Call Process

### Support Channels

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

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

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

### Support Resources

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

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

### Support Availability

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

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

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



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

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

## Incident Handling

### *Incident Tracking*

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

### *Incident Priority*

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

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

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

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

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

### *Incident Escalation*

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

### *Remote Support Tool*

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



## Exhibit D

### Client Success Account Management Terms and Conditions

<b>Purchaser: Tarrant County, TX</b>			
<b>Client Success Account Management</b>		<b>Start Date:</b>	Commencement of Initial SaaS Term
<b>Term:</b>	1 Year		
<b>Units:</b>	1	<b>Utilization:</b>	20%
		<b>CSAM Fees:</b>	No Cost

#### CLIENT SUPPORT ACCOUNT MANAGEMENT (CSAM) ACTIVITIES:

##### **Proactive Relationship Management**

- Onsite kick-off meeting to establish a quarterly Strategic Account Plan
- Monthly meetings to review the plan status and make modifications if needed
- The Client Success Account Managers manage both monthly and ad hoc phone meetings to ensure that regular, structured communication is maintained throughout the service

##### **Release Planning**

- Assisting with customized regression test planning with Purchaser specific features and guidance with business process test scripts
- Release training plan with designated SME to ensure the end-users are getting the most from the release
- Conduct planning meetings for release/user readiness before new releases are installed into production

##### **Support Pattern Recognition**

- Periodic review of support incidents to provide recommendations and consulting
- Projected training needs for high volume incidents
- Potential changes in configuration to allow for more seamless application flow

##### **Operational Best Practices**

- Assistance/Recommendations for backup and recovery planning
- Communication/Change management planning
- Periodic performance monitoring of the production database to make sure Purchaser is utilizing the Odyssey application most effectively

##### **Purchaser Specific Knowledge**

- Understanding of Purchaser environments and database configuration
- Understanding and recommendations for Purchaser specific configuration
- 3rd party products/integration points
- Understanding of Purchaser requested product functionality changes

##### **Issue Management and Resolution**

- Customized reports provide the current status of your critical issues and an update on recent activity. (Reports are reviewed and prioritized with a CSAM on a monthly basis)
- Support Incidents are prioritized according to the customer's schedule / roadmap

#### PROGRAM DETAILS

- Client Support Account Management (CSAM) responsibilities are limited to the Purchaser's Environment, which is defined as being the live software configuration of Hardware/Software and Operating System that interfaces with one or more eligible licensed Tyler Odyssey Software products.
- CSAM Services shall be conducted from Tyler's office in Plano, Texas. As mutually agreed to and coordinated between both parties during the current term, a Client Success Account Manager shall make one visit per quarter to the Purchaser's location. One trip shall have the meaning of a minimum of two (2) and maximum of four (4) consecutive Business Days within a calendar week, for which Tyler is responsible for all travel and travel-related expenses. Purchaser shall be responsible for any additional travel expenses if Tyler staff are requested to be present at the Purchaser's location over and above the aforementioned trips.



**Exhibit E**  
**Statement of Work**

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK





## **Statement of Work**

Tarrant County

“Client”

SaaS Migration

Tyler Technologies, Courts & Justice Division  
5101 Tennyson Parkway  
Plano, Texas 75024  
(972)713-3770 phone

“Tyler”



# Tarrant County – Enterprise Justice Implementation

Statement of Work (SOW)

## TABLE OF CONTENTS

1. Introduction .....	3
Overview .....	3
Executive Summary and Deployment Strategy .....	4
2. Definitions .....	4
4. Project Approach .....	6
Project Assumptions .....	6
Project Management Services and Approach .....	6
Phase 1: Tyler Hosted SaaS Migration .....	7
Task 1.2 – Environment Discovery and Establish the Enterprise Justice SaaS Environment ..	8
Task 1.3 – Migrate Data and Images to the SaaS Environment – Pre-Production .....	8
Task 1.4 – Configuration Validation, ECR, Integration, and Testing Assistance .....	9
Task 1.5 – Go-Live – Production Migration.....	10
Task 1.6 - Transition to Support & Project Closeout.....	12
Project Complete .....	12

# Introduction

## Overview

A successful Enterprise Justice implementation project is dependent on many factors: setting up a strong governance structure; time, budget and scope management; designing a solution that meets the business needs of Client; and planning the implementation for success. The purpose of the project is to assist Client with transitioning away from the on-premise Enterprise Justice installation to a hosted SaaS solution.

This project has one primary objective:

Migrate to a new Tyler hosted SaaS environment from the existing client managed on-premise environment.

This Statement of Work (SOW), which includes Schedule 1 (“Tyler SaaS Migration and Upgrade Schedule”), presents the tasks and activities necessary for completing the migration. Tyler agrees to complete these tasks and activities and collaborate with the Client in the manner that emphasizes expediency and follows the timeframe set forth herein as closely as possible and takes into account the Client’s readiness and acceptance process.

**Products and Services Included:** The following products and services are governed by this Statement of Work:

*Table 1 - Licensed Products and In Scope Services*

Licensed Products
No new licensed software products will be installed or delivered. This is a migration activity for existing products only.
Services Summary
<ul style="list-style-type: none"> <li>• Project Management           <ul style="list-style-type: none"> <li>○ Scope and contract verification</li> <li>○ Maintain project schedule</li> <li>○ Schedule tasks and activities for Tyler staff</li> <li>○ Communicate schedule, tasks, activities and completion status to Client designated project manager. Client responsible for scheduling client resources</li> <li>○ Status reporting</li> <li>○ Testing plan assistance</li> <li>○ Go-Live Planning Assistance</li> </ul> </li> <li>• On-Premise to SaaS Migration Technical and Consulting Services           <ul style="list-style-type: none"> <li>○ Build three (2) non-production and one (1) production SaaS environments per SaaS agreement</li> <li>○ Migrate (copy) Data to SaaS Test and SaaS Production environments</li> <li>○ Migrate(Copy) Data to SaaS 3<sup>rd</sup> environment if applicable</li> <li>○ Migrate (copy) Images to SaaS Production environment</li> <li>○ Enterprise Justice SaaS environment and Enterprise Justice configuration verification</li> <li>○ Enterprise Custom Reports validation</li> <li>○ Solution Validation Assistance – Client completes the activity, Tyler assists</li> <li>○ Go-Live Support</li> </ul> </li> </ul>

## Executive Summary and Deployment Strategy

As an existing Enterprise Justice customer, the Client has an existing Enterprise Justice environment in use today. This is an on-premise installation, with Client hosted server infrastructure. The Client desires to move their existing Enterprise Justice installation (Data and Document Storage) to a Tyler hosted SaaS environment.

This SOW details the tasks and activities that Tyler and the Client will perform for this project.

It is anticipated that this project will require three months to complete.

## Definitions

The following terms and definitions shall be used through this Statement of Work.

1. Authorization Order means an order to use custom development hours. Authorization Orders will be governed by this SOW upon execution by both parties.
2. Business Process means the practice, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function. Example: How are requests for ex parte hearings handled? Note, this process may include steps that involve the legacy system, steps that do not use the legacy system, or a combination of both.
3. Configuration means the set of completed user and system defined code tables within the Administration Section of Enterprise Justice. Examples: Case Types, Hearing Types, Commissary Items, Bond Companies, Offense Types, Payment Methods. Also means the act of completing the configuration.
4. Data has the same meaning herein as it does in the Agreement.
5. ECR Training means 1 hour of Enterprise Custom Report (ECR) training intended to educate users of Enterprise Justice post migration.
6. Go-Live Support includes, but is not limited to, daily check-in meetings, executive checkpoints, issue remediation, trouble shooting and resolving any issues related to the migration to SaaS, reviewing help desk best practices and available resources, and reviewing benchmark performance data to validate performance from on-premises to SaaS.
7. Images means all non-database files, including, but not limited to, scanned images, .jpg, .png, .pdf, video media, etc.
8. Interface means a connection to and potential exchange of data with an external, non-Enterprise Justice, system or application. Interfaces may be one way, with data leaving Enterprise Justice to the other system or data entering Enterprise Justice from the other system, or they may be bi-directional with data both leaving and entering Enterprise Justice and the other system.
9. Integration means a native exchange or sharing of common data within the Enterprise Justice system, between Tyler applications.
10. Legacy System means the primary computer system, database, and/or end user software application in use by the client which is being replaced by this project.
11. Project Manager(s) means the person or persons responsible for the planning, monitoring, and execution of this project for Tyler and/or the Client.
12. Solution Validation means the complete set of tests and testing activities when the full Enterprise Justice solution has been deployed. This activity consists of a review of Data, testing of business processes and practices, validation of completed configuration, interfaces and interchanges, and any custom software enhancements.
13. Subject Matter Experts (SME) means the person or persons most familiar with a process, function, or operating procedure for any given set of activities or process areas. Persons may be considered a SME in multiple areas.

14. Terms Not Otherwise Defined shall have the meaning as set forth in the Master Agreement.
15. Use Case Scenarios mean the description of the business process or scenario that needs to be solved. Example: The court requires a 20-day time-waiver for certain filings. A Use Case Scenario would be the narrative description of what the process is (20-day time-waiver), which filings require it, and what the requirements are for completing the process.
16. Test scripts mean the steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
17. Internal: Transition to Support Meeting means that Tyler will conduct an internal meeting to prepare for the post go-live handoff to Tyler's support team, ensuring that day-to-day operations are ready for the Tyler standard support process. The meeting will involve Tyler representatives involved with client support, technical services, hosting, and operations.
18. Customer: Transition to Support Meeting means that Tyler will conduct an internal meeting to prepare for the post go-live handoff to Tyler's support team, ensuring that day-to-day operations are ready for the Tyler standard support process. The meeting will involve having the Tyler project team present information to the Client team members that are involved with daily support procedures.
19. Release Management: Software upgrades and Change Control means activities performed by Tyler pertaining to installing a new version of the Software that includes new and/or different features from the previous version. The assigned TAM will facilitate all organizational and approval activities, including gaining Client approval.
20. Release Management: Planning and Testing means activities pertaining to preparing for, and testing a new version of the Software that includes new and/or different features from the previous version. The assigned CSAM is responsible for working with the Client on its Enterprise Justice release schedule and will facilitate all activities associated with testing the new release, including gaining Client approval.
21. Release Management: Communication for Change Management / Maintenance means clear and effective written and verbal correspondence to provide the information required for people to change effectively, reduce resistance, and garner support. The assigned CSAM is responsible for working with the Client on its communication plans and provides the relevant content associated with the change for use by Client's communications team.
22. Technical Consults means the activity of having Tyler provide structured and ad/hoc technical consulting for the purposes of migrating Enterprise Justice from the Client's on-premise environment to Tyler's SaaS solution and continued post go-live success.
23. Relationship: Application means all activities pertaining to managing the relationship with the Client's functional team members that are currently responsible for the Enterprise Justice software solution.
24. Relationship: Technical means activities pertaining to managing the relationship with the Client's non-functional team members that are technical in nature that are responsible for managing the Client's current on-premise environment, and post go-live environment factors that affect the use of Enterprise Justice.

## Project Approach

The tasks and activities required to deliver project are outlined below.

### Project Assumptions

- Project is anticipated to take up to three months to complete.
- Tyler will schedule tasks and activities to complete per the Professional Services Milestone Billing Schedule.
- SaaS Migration image transfer: Document Images will be transferred during the SaaS migration. The time required for image transfer varies and is dependent upon the speed of the transfer (network connectivity) and the total size of the document Images. Tyler will ensure, based on record counts, that all document Images transfer to the SaaS environment.
- Client will grant access to Tyler to the on-premise Enterprise Justice server infrastructure for the Tyler team members to transfer Data and Images to the SaaS environment.
- Client will assign a single project manager to act as a single point of contact for Tyler's project manager.
- Client has existing knowledge of the Enterprise Justice Case Manager software, including the setup of user accounts, rights and roles.
- Client is responsible for establishing network connectivity to the SaaS environment.
- Client is responsible for setting up any and all Enterprise Justice user accounts.

### Project Management Services and Approach

Tyler will provide project management services to guide this project. It is necessary for the Client to provide a project manager to work with Tyler's project manager for coordinating activities, providing schedule updates, reporting and tracking issues and risks, communicating status to stakeholders, and ensuring key milestones are met. The role of the project manager is to ensure the project is completed on time, on budget, and within the agreed upon scope.

The client project manager does not need formal training as a project manager. This person should have the following characteristics:

- Organized
- Understands the business and is well respected within the organization
- Effective communicator
- Proponent of the project
- Empowered to hold project team members, even those with a higher position or rank, accountable for completing any assigned tasks on-time

# RACI MATRIX

## PROJECT MANAGEMENT

Responsible (R) – Responsible for completing the item

Accountable (A) – Responsible for ensuring that the item is completed

Consulted (C) – Person/Role whose subject matter expertise is required to complete the item

Informed (I) – Person/Role that needs to be kept informed of the status of item completion

	Tyler Project Manager	Client Project Manager
Project Deliverable or Activity		
Conducting, Coordinating, or Assisting with the Project Kick-off	R/A	C/I
Conducting, Coordinating, or Assisting with the weekly Checkpoint Meetings	R/A	C/I
Create and update the project schedule	R/A	C/I
Ensure project is within scope	R/A	R
Create change orders for new scope as needed	A	R
Track the project budget	R/A	
Assist in scheduling project activities	R/A	C
Create shared location for document repository of project documentation and	R/A	C/I
Track, manage, and update issues and risks with assistance and input from the Client PM	R/A	C/I
Verify all testing items have passed validation during the Testing & Solution	I	R/A
Create the Go -Live Communication Plan	R/A	R/A
Create the Go Live Logistics Plan	R/A	C/I
Hold Project Closeout Meeting	R/A	C/I
Prepare Project Closeout Documentation	R/A	C/I

### Assumptions

- Project activities will be conducted remotely.
- The Client Project Manager will be available consistently through the duration of the project.

### Client Involvement

- The Executive Team and Project Team will attend the project kickoff.
- The Client will designate a Project Manager to interact with the Tyler Project Manager.

### Phase 1: Tyler Hosted SaaS Migration

This phase involves the tasks required to migrate the Client's Data and Images from its current on-premise infrastructure to the Tyler hosted SaaS environment.

### Task 1.2 – Environment Discovery and Establish the Enterprise Justice SaaS Environment

During the Environment Discovery Tyler will work with the Client IT Team to understand the current Enterprise Justice Environment and components that need to be built in the SaaS environment.

Tyler will be responsible for building the Enterprise Justice environments at Tyler’s hosted data center for the SaaS deployment. Client is responsible for the installation and setup of the desktop application, with guidance from Tyler, and all peripheral devices.

#### Assumptions

- Task is scheduled at least two weeks in advance.

#### Client Involvement

- The Client is responsible for establishing network connectivity to the Tyler SaaS environment.
- The Client is responsible for updating the Enterprise Justice Assistant / Navigator (user interface) to point to the SaaS environment; Tyler will supply connection detail information.

#### Deliverables

Deliverable	Description
<b>1.2.1 Build SaaS Environment – Production</b>	Tyler establishes a Production environment per the SaaS agreement
<b>1.2.2 Build SaaS Environment - Test</b>	Tyler establishes a Test environment per the SaaS agreement
<b>1.2.2 Build SaaS Environment – 3<sup>rd</sup> Environment</b>	Tyler establishes a 3rd environment per the SaaS agreement

### Task 1.3 – Migrate Data and Images to the SaaS Environment – Pre-Production

During this task Tyler will migrate the Data from the Client’s on-premise infrastructure to the SaaS infrastructure. This will be the preliminary test environment for the migration and will be considered pre-production (not live).

Tyler will:

- Copy the current Test Data to the SaaS Test environment.
- Copy the current Production Data to the SaaS Production environment.
- Copy the current 3<sup>rd</sup> environment Data to the SaaS 3<sup>rd</sup> environment.
- Validate the total amount of Data, based on database size, has been migrated to the SaaS environments.
- Ensure successful basic operation of Enterprise Justice in the SaaS environments: can login, access, view, edit, and save existing Enterprise Justice records through the Enterprise Justice user interface, without error.



### Assumptions

- None

### Client Involvement

- The Client will assist Tyler as needed with any on-premise infrastructure issues that prevent the successful migration of Data to the SaaS environment.
- The Client is responsible for testing the Enterprise Justice application functionality in the SaaS environment and reporting issues to Tyler; Tyler and the Client will jointly determine the correct path to resolve a given issue.

### Deliverables

Deliverable	Description
<b>1.3.1 Migrate to SaaS Production for Testing</b>	Tyler migrates Data and Images to the SaaS Production environment. Testing only; not in production use.

### Task 1.4 – Configuration Validation, ECR, Integration, and Testing Assistance

After the pre-production site migration has finished, Tyler will verify the primary configuration elements within the Enterprise Justice Organizational Chart (Org Chart) and will adjust any Org Chart configuration to coincide with the new SaaS environment.

To verify the Org Chart, Tyler will replace references to on-premise server names and locations, such as (Universal Naming Convention) UNC paths, to the revised SaaS server names and locations as appropriate. Tyler will also perform basic operational testing, ensuring standard reports and existing client Forms can be generated without error. Tyler will ensure the Enterprise Justice Job processing functionality completes without error for at least one report.

### ECR Validation Assistance

Tyler will also verify the configuration of the existing Enterprise Custom Reports (ECRs), ensuring any pointers (UNC references, etc.) are updated to the SaaS environment. Client is responsible for testing the ECR functionality.

### Integration Validation Assistance

Tyler will also verify that the integration infrastructure is configured and integration endpoints are available to the Client. Client is responsible for testing existing integrations are operational in SaaS environment.

### Testing and Validation Assistance

After Tyler has verified the Org Chart and ECR configurations, the Client will test the Enterprise Justice application functionality, ensuring all key business processes are able to complete without error, reporting any issues to Tyler for triage; Client and Tyler will jointly determine the appropriate resolution and owner, Tyler or Client, for each issue. Tyler recommends the Client create a list of essential business processes that are in use and define the required outcome of each process; this list should be used for the testing

activity. Tyler can supply sample process lists if requested. Examples of key processes include: Case creation and initiation, viewing and modifying parties, adding and updating hearings and revising hearing calendars, creating standard reports and merging forms, updating case financial records, case dispositions.

In this task Tyler will:

- Review and revise the Org chart as needed to point to the SaaS environments; This will be done for all SaaS environments created per the Agreement.
- Review and revise the ECR configuration as needed.
- Perform basic operational application tests in Enterprise Justice: login, access a case, save a case, access a party, save a party, run a report, schedule and run a report from the schedule.
- Assist client with the Client's testing effort by providing sample process lists and reviewing issues that are reported to Tyler.

#### **Assumptions**

- Pre-production SaaS migration has been completed.
- All internal or 3<sup>rd</sup> party integrations leverage the Tyler Integration framework and Integration layer. No integrations or other processes will directly access the hosted Database. If integrations are identified during the Environment Discovery process that do not leverage the integration framework, Tyler will work with the Client to identify alternate solutions that are supported in the SaaS environment.
- Production (live) migration will not take place until Client has completed their testing and advises Tyler that no material issues exist.

#### **Client Involvement**

- The Client will be responsible for testing the Enterprise Justice application.
- The Client will track issues but will report those to Tyler as needed for triage and issue resolution assistance.
- The Client will advise Tyler when the testing is complete and is ready for the live (Production) migration.

#### **Deliverables**

Deliverable	Description
<b>1.4.1 Org Chart Verification</b>	Tyler verifies and updates the Enterprise Justice Org Chart to reflect the SaaS environment, as needed
<b>1.4.2 ECR Validation</b>	Tyler updates ECR configuration to reflect the SaaS environment.
<b>1.4.3 Testing Assistance Complete</b>	Tyler assists client with process testing and site verification. Client is responsible for testing.

#### **Task 1.5 – Go-Live – Production Migration**

After the Client has successfully completed the testing of the SaaS environment, Tyler will initiate the

Production migration. This activity should be carefully planned to ensure all Data moves from the on-premise site to the SaaS site and that all users are logging in to the correct environment.

Client's project manager will assist Tyler's project manager in building a go-live transition plan. The plan will include the proposed date and time for the migration to start and finish. It is important to note that once the production migration begins no Data should be entered in the Enterprise Justice application in the on-premise environment, as the update is static and represents a point in time. Any Data entered in the on-premise environment after the migration has begun will need to be added manually by the Client after the migration has completed and the Client is live in the SaaS environment.

The migration should be scheduled approximately two weeks in advance. It is at this time; the Client will make a "go" or "no-go" decision to proceed with the migration.

Upon completion of the migration, Tyler will perform basic VIEW ONLY validation: can login, can view existing case and party records Tyler will not create or save any new records in the Production system during this test. Tyler will then communicate to the Client that the system is ready for Production use.

Image migration: Tyler will migrate the Images at the same time as the Data. However, the Images may require additional time to transfer based on the total storage size of the Images. Tyler will ensure all Images have been transferred; Client may go-live before all Images have been migrated.

Tyler will ensure that all Data and Images are accurately transferred from the Client's on-premise environment to the SaaS environment by verifying the transferred Data and Images through AWS DataSync on 12 metrics: BytesCompressed, BytesPreparedDestination, BytesPreparedSource, BytesTranferred, BytesVerifiedDestination, BytseVerifiedSource, BytesWritten, FilesPreparedDestination, FilesPreparedSource, FilesTransferred, FilesVerifiedDestination, FilesVerifiedSource.

Client will modify their Enterprise Justice Assistant / Navigator (user interface) configuration to point to the SaaS environment. Client is responsible for ensuring Client is logging in to the correct environment. Client will perform initial testing and will report any issues to Tyler for triage. Client will begin entering Data in the Production SaaS environment and will be live at that point. Tyler will provide a communication plan to the Client as part of the go-live planning activities, so the Client knows how to contact Tyler for issue reporting and resolution.

**Assumptions**

- Pre-production SaaS migration has been completed.
- Pre-production testing has been completed and Client has indicated to Tyler the testing was successful and no material issues remain.
- Migration is scheduled at least two weeks in advance.
- The Client's on-premise Enterprise Justice environment will remain at version 2017.0 until the SaaS migration is completed, after which Tyler will perform the revision upgrade for the Client to Enterprise Justice version 2023.0.X.

**Client Involvement**

- The Client will be responsible for testing the Enterprise Justice application.
- The Client will track issues but will report those to Tyler as needed for triage and issue resolution assistance.

- The Client will modify the Enterprise Justice Assistant / Navigator to point to the correct environment; Tyler will supply the connection information.
- Tyler's project manager is responsible for building the go-live plan with assistance from Client's project manager.

#### Deliverables

Deliverable	Description
<b>1.5.1 Go-Live Data Migration</b>	Tyler migrates the on-premise Data to the SaaS Production environment
<b>1.5.2 Go-Live Image Migration</b>	Tyler migrates the on-premise Images to the SaaS Production environment
<b>1.5.3 Go-Live: First Record Created in SaaS Environment</b>	Client creates a new record or saves Data to an existing record in the SaaS Production environment.

#### Task 1.6 - Transition to Support & Project Closeout

This task represents project completion and will signal the conclusion of implementation activities. In this final Stage, the implementation project will be officially completed, and the Tyler PM will work with Client to transition from implementation to operations and maintenance.

Tyler will conduct a final project close out meeting prior to transition from implementation to operations and maintenance. In addition, during the close out meeting, Tyler will review with Client the help desk best practices and available resources. Tyler will also review the benchmark performance document to validate performance from on-premise to SaaS.

#### Assumptions

- All project implementation activities have been completed.
- No material project issues remain.
- All Deliverables have been completed.

#### Client Involvement

- Participate in transition discussions and meetings.
- Provide feedback and updates on remaining issues.

#### Deliverables

Deliverable	Description
<b>1.6.1 Project Closeout Report</b>	Report that indicates all deliverables have been completed and the project is closed.

#### Project Complete

The SaaS migration is complete once the Client is using the Enterprise Justice application in the Production SaaS environment and Tyler has completed all other responsibilities set forth in Task 1.6. Any open issues remaining for Tyler to resolve will be transitioned to the Tyler Support team.

09302024

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

Kimberly Colliet Wesley  
Criminal District Attorney's Office\*

\_\_\_\_\_  
Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Consideration of Agreement between Tarrant County and Tyler Technologies, Inc. for the  
Enterprise Justice Case Management System Upgrade

**SIGNED AND EXECUTED** this 12 day of November, 2024.

**COUNTY OF TARRANT  
STATE OF TEXAS**

A handwritten signature in black ink, appearing to read "Tim O'Hare", with a long horizontal line extending to the right.

Tim O'Hare  
County Judge



COMMISSIONERS COURT  
COMMUNICATION

COURT ORDER NUMBER

PAGE 1 OF

DATE:

42

11/12/2024

SUBJECT: **CONSIDERATION OF AGREEMENT BETWEEN TARRANT COUNTY  
AND TYLER TECHNOLOGIES, INC. FOR THE ENTERPRISE JUSTICE  
CASE MANAGEMENT SYSTEM UPGRADE**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court consider an Agreement between Tarrant County and Tyler Technologies, Inc. for the Enterprise Justice (Odyssey) Case Management System Upgrade.

**BACKGROUND**

On August 24, 2010, the Commissioners Court, through Court Order #108644, entered into an End User License Agreement with the Council of Urban Counties (CUC) and Tyler Technologies for the purchase and sole source designation of the Odyssey Case Management System (now known as Enterprise Justice). Subsequently, Tyler Technologies, Inc. terminated its agreement with CUC.

On November 10, 2015, the Commissioners Court, through Court Order #121442, entered into an agreement directly with Tyler Technologies.

On November 21, 2023, the Commissioners Court, through Court Order #142199 approved the sole source designation with Tyler Technologies, Inc. for the Odyssey Case Management System.

With approval, the system will transition from the current on-premise infrastructure to a more advanced, fully supported, and modernized cloud-based solution. The objectives of this upgrade are to enhance system efficiency, scalability, and cost-effectiveness, thereby ensuring a more dependable and resilient service for both the County Clerk and Justice Courts staff and the esteemed citizens of Tarrant County.

The term of this Service Agreement is from November 15, 2024 through November 14, 2027, for a duration of three (3) years. The detailed payment schedule is delineated in Exhibit A – Investment Summary (Fee Schedule), appended to the Service Agreement on page 16.

This contract has been approved as to form by the Criminal District Attorney's Office.

SUBMITTED BY Information Technology

PREPARED BY: Kathy Eilers

APPROVED BY: Andre Mendes



## COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: \_\_\_\_\_ DATE: 11/12/2024 PAGE 2 OF 42

### **FISCAL IMPACT**

The fiscal impact to Tarrant County is \$855,620.00 for FY 2025. There will be a reduction based on pro-rated maintenance fees paid in October 2024. Funds will be disbursed in accordance with Exhibit A – Investment Summary (Fee Schedule) and Exhibit B – Invoicing Payment Policy of this Service Agreement. Funds are available in account 10000-2025 General Fund/1810410000 IT Application Development and Support/578025 Software Maintenance and Licenses.





## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Tarrant County, TX acting as the Client.

WHEREAS, Client and Tyler are parties to those certain previously executed license and services agreements for the software products identified in the Investment Summary (the "Original Agreements");

WHEREAS, Client and Tyler now desire to migrate the software products purchased under the Original Agreements and set forth in the Investment Summary from an on-premise installation to a SaaS installation, and to replace the Original Agreements with updated terms to reflect the ongoing nature of their relationship, 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.
- **"Client"** means Tarrant County, Texas.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date upon which the last authorized representative of both Tyler Technologies and Tarrant County has duly executed this Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary (Fee Schedule)"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to the Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

## SECTION B – SAAS SERVICES AND SECURITY

1. Termination of Original Agreements. When Tyler makes the Tyler Software set forth in the Investment Summary and licensed pursuant to this Agreement available to the Client for use in live production, the Original Agreements will terminate by mutual agreement of the parties, as will Tyler's maintenance, support, and/or update obligations for the software included therein.
2. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS

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.

Tarrant County, TX

By: Sherry Clark

By: \_\_\_\_\_

Name: Sherry Clark

Name: \_\_\_\_\_

Title: Group General Counsel

Title: \_\_\_\_\_

Date: 10/8/24

Date: \_\_\_\_\_

Address for Notices:

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

Address for Notices:

Tarrant County, TX  
200 Taylor St, IT Department  
Fort Worth, TX 76196  
Attention: Michael Webb and Melei Kelly

*With a copy to:*

Tyler Technologies, Inc.  
5101 Tennyson Parkway  
Plano, TX 75024  
Attention: Legal Department





## Exhibit A

### Investment Summary (Fee Schedule)

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

Software Fees				
Annual SaaS Fee Schedule				
	Year 1	Year 2	Year 3	Year 4
Annual SaaS Fees	\$1,069,525	\$1,123,001	\$1,179,151	\$1,238,109
Migration Incentive	-\$213,905	-\$213,905	-\$213,905	\$0
Net Annual SaaS Fee	\$855,620	\$909,096	\$965,246	\$1,238,109
SaaS Software				SaaS Fees
All Modules:				
Enterprise Case Manager - Civil/Family/Probate/Mental Health - Single Clerk Office				Included
Enterprise Case Manager - Justice Courts Enterprise				Included
Odyssey Document Management Bundle				Included
Electronic Signatures (eSignatures)				Included
Record on Appeal Creator				Included
OCR Level 2				Included
Judge Edition - 8 Courts				Included
SessionSync				Included
Case Manager Integration Toolkit				Included
Managed Detection and Response (MDR) - (4 Week Trial Period) *				Included
CSAM (Year 1)**				Included
			Annual SaaS Fees	\$1,069,525
			Migration Incentive	-\$213,905
			Total Annual SaaS Fees (Year 1)	\$855,620
Implementation Services				
Professional Services (Fixed Cost)				Cost
SaaS Migration Services				\$29,835
Notes:				
Enterprise Justice Silver SaaS Tier, including up to 250 concurrent users. Includes up to 14 TB of storage. Additional storage may be purchased at \$1,300 per TB/year.				
Included sites – Production and two non-production environments.				
Includes access to Enterprise Justice Replicated Database.				
* The Managed Detection and Response (MDR) 4 week trial period begins with the installation of the Tyler MDR service. The client's access to the Tyler MDR service terminates at the end of the Trial Period unless the client provides written confirmation that it wishes to receive Tyler MDR as a paid service, and the parties execute an amendment setting forth the ongoing terms and fees for such service.				
** The CSAM is provided at no cost for the first year (Year 1) of the agreement. The CSAM will terminate at the end of Year 1 unless the client provides written confirmation that it would like to originate a CSAM as a paid service and the parties execute an amendment setting forth the applicable ongoing terms and fees.				



## Exhibit B Invoicing and Payment Policy

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

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

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. Beginning on the commencement of the initial term, Client shall no longer be required to pay annual maintenance and support fees under the Original Agreements.
2. **Credit for Maintenance and Support Fees.** Client will receive a credit for any prepaid but unused maintenance and support fees payable under the Original Agreement as of the commencement of the initial term as set forth in Section F(1) of this Agreement.
3. **Other Tyler Software and Services.**
  - 3.1 **Professional Services.** Fees for implementation and other professional services (including training) are billed and invoiced following Client's written acceptance in accordance with the Professional Services Milestone Billing Schedule set forth in the Investment Summary.
  - 3.2 **Managed Detection and Response ("MDR") Services.** Managed Detection and Response Services shall have an initial trial term that commences on the date of installation of the MDR Services and continues for a period of four (4) weeks (the "Trial Period"). Upon the expiration of the Trial Period, the MDR Services will terminate unless Client and Tyler execute a written amendment to this Agreement setting forth the ongoing terms and fees for such services. The MDR Services are provided at no cost during the Trial Period. Fees for any subsequent periods are not included with the fees set forth in the Investment Summary. MDR Services are subject to the terms and conditions set forth in Section H(24) of this Agreement.
  - 3.3 **Client Success Account Management ("CSAM") Services.** CSAM Services shall have an initial term that commences on November 15, 2024 and continues for one (1) year. Upon the expiration of the initial term, the CSAM Services will terminate unless Client and Tyler execute a written amendment to this Agreement setting forth the ongoing terms and fees for such services. CSAM Services for the initial term are provided at no cost. Fees for any

## Professional Services Milestone Billing Schedule

Deliverable	Description	Acceptance Criteria	Amount	Estimated Completion Date
<b>1.2 Build SaaS Environments Complete</b>	Tyler establishes a Production, Test, and 3rd Non-Production Environment Completed	Client can successfully establish a connection to the Tyler SaaS environment and launch Enterprise Justice Assistant for the Production, Test, and 3rd Non-Prod Environment.	\$11,934	12/9/2024
<b>1.5.1 Go-Live Data Migration</b>	Tyler migrates the on-premise Data to the SaaS Production environment	Client can successfully log in and validate the migrated data matches the data in the on-premise Production environment.	\$11,934	2/8/2025
<b>1.6.1 Project Closeout Report</b>	Report that indicates all deliverables have been completed and the project is closed.	Report is accepted and approved by Tarrant County that indicates all deliverables have been completed and no material project issues remain.	\$5,967	3/3/2025
			<b>\$29,835</b>	

The estimated completion dates listed above may be changed upon mutual agreement of the parties' respective project managers. Neither party is liable for any delay or failure to meet such estimated dates.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



subsequent terms are not included with the fees set forth in the Investment Summary. CSAM Services are subject to the terms and conditions set forth in Exhibit D.

4. **Expenses.** The service rates in the Investment Summary (Fee Schedule) do not include travel expenses. No travel is anticipated under this Agreement as of the Effective Date. Should on-site resources be required or requested by Tarrant County, we will mutually agree on the applicable travel costs at such time.

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



## Exhibit C Service Level Agreement

### I. Agreement Overview

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

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

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

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

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

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

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

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

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

### III. **Service Availability**

#### a. Your Responsibilities

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

#### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work



Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).

3. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
4. Ownership.
  - 4.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 4.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 4.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
5. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
6. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.
7. SaaS Services.
  - 7.1 If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center in response to your written request in accordance with this Section B(7.1). You acknowledge Tyler's affirmation that its compliance reports, including SOC 1 and SOC 2 compliance reports prepared in accordance with the AICPA's Statement on

Standards for Attestation Engagements (“SSAE”) No. 21 or its equivalent, constitute Tyler’s confidential information containing trade secrets related to information security (such reports individually and collectively, “Information Security Documents” or “ISD”). Pursuant to this Section B(7.1) and Section H(17) below, you agree not to disclose or reproduce or authorize any third party to disclose or reproduce, any portion of the ISD other than to your employees or auditors with a need to know; provided, however, that you inform such persons to keep the ISD confidential. If you receive a request for the ISD under the Texas Public Information Act, you agree to inform Tyler of such request in conjunction with your governmental entity’s formal notice to the Texas Attorney General (“Texas AG”) informing the Texas AG that a request for certain information has been filed by a member of the public. Your formal notice to Tyler will advise Tyler of its right to file a written argument with the Texas AG’s office objecting to the request for information. You agree not to disclose the ISD to the requestor until after the Texas AG has issued its opinion as to whether disclosure is required.

- 7.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 7.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a disruption of SaaS Services from the data center hosting your data, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the Tyler Software must be restored.
- 7.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 7.5 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.
- 7.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 7.7 We provide secure Data transmission paths between each of your workstations and our servers.



7.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

## 8 Security Obligations.

8.1 Confidentiality, Integrity, and Availability (CIA). Tyler Technologies shall implement and maintain commercially reasonable security measures to protect the confidentiality, integrity, and availability ("CIA") of all Tarrant County Data ("Data") disclosed to Tyler Technologies or accessed by Tyler Technologies personnel ("Personnel") under this Agreement.

8.2 Confidentiality. Tyler Technologies shall hold the Data in confidence and shall not use or disclose the Data for any purpose other than as authorized by this Agreement. Tyler Technologies shall use the same degree of care to protect the confidentiality of the Data as Tyler Technologies uses to protect its own confidential information, but in no event less than a commercially reasonable degree of care.

8.3 Data Encryption. Tyler Technologies shall employ strong encryption algorithms to protect the Data in transit, in accordance with industry best practices. Tyler will endeavor to encrypt Data at rest within a commercially reasonable timeframe from the Effective Date of this Agreement.

8.4 Data Storage Location. All Tarrant County Data processed, stored, or transmitted by Tyler Technologies, Inc. under this Agreement shall be stored at rest within the geographic boundaries of the forty-eight (48) contiguous United States of America.

8.5 Breach Notifications. Tyler Technologies shall notify Tarrant County in writing within 72 hours following the discovery of any confirmed unauthorized access, use, or disclosure of the Data (a "Security Incident"). Tyler Technologies shall reasonably cooperate with Tarrant County in any investigation or remediation efforts related to a Security Incident and shall comply with all applicable laws and regulations regarding data breach notification.

8.6 Patch Installation. Tyler Technologies, Inc. agrees to install all security patches for the software provided to Tarrant County within a commercially reasonable timeframe.

8.7 Software Version and Support. Tyler Technologies shall only install and maintain Software versions that are currently under a supported release package by the software manufacturer. Deprecated software shall not be installed within the Tarrant County Technology Infrastructure.

8.8 Vulnerability Scanning and Remediation. Tyler shall conduct periodic vulnerability scans and penetration testing on the Tyler Technologies server(s) used for this Agreement and shall remediate any vulnerabilities in a risk-informed fashion.

## SECTION C –PROFESSIONAL SERVICES

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

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
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 the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we 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 you repeatedly cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. We will comply with all CJIS requirements that are applicable to our performance under this Agreement.
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike



manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);

9.2 provide support during our established support hours;

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

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

We will use all reasonable efforts to perform support services remotely, and you agree to reasonably assist us in doing so. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

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

10. Legislative Change Support. For county customers, we make available legislative change support as follows:

10.1 We will provide you with refinements, enhancements, or other modifications to the Tyler Software as necessary to comply with enacted statewide legislation or administrative regulation applicable to all our clients in your state pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates.

10.2 We will use commercially reasonable efforts to implement such changes within the time frames set in the applicable legislation or regulation, but in any event within the next version release of the Tyler Software.

10.3 For county customers, our responsibility for legislative change support in each annual term is limited to the number of hours of analysis, post-release data migration, and testing services, at our then-current hourly rates, equal to 20% of the total annual maintenance and support fees or 8% of the total annual SaaS fees paid by all customers within your state during that term.

10.4 You are responsible for any fees in excess of the applicable limits under Section 10.3 above, as well as the cost of any other services required to implement such changes, including, without limitation, training, configuration, project management, or data conversion from external sources. Prior to performing any services under this Section that would result in fees to you, we will provide you with a change order or addendum.

10.5 Business process changes, including usage of optional or new features and data fields, may be required to meet the needs of legislative changes. Tyler will document intended utilization of such new features or new fields, but it is the client's responsibility to enact process changes for compliance with new requirements.

10.6 Our legislative change support obligations do not apply to services required to support new duties or responsibilities that expand upon the scope of your internal business purposes disclosed to us as of the Effective Date.

#### **SECTION D – THIRD PARTY PRODUCTS**

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

#### **SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES**

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



## SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years, commencing on November 15, 2024, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement can be renewed for additional one (1) year renewal terms at our then-current SaaS Fees upon written approval by both parties. Tyler will notify Client at least ninety (90) days prior to the end of the then-current renewal term and provide a written quote for the upcoming renewal. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2) "Invoice Disputes".
  - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you do not cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3) "Dispute Resolution". You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3) "Dispute Resolution".
  - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees.

## SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
  - 1.1 We will defend and indemnify you and your agents, officials, and employees from and against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
  - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final

judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

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

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

## 2. General Indemnification.

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

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

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

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1) "TERM", TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY



RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THIS SECTION G(4) "LIMITATION OF LIABILITY" AND SECTION G(5) "EXCLUSION OF CERTAIN DAMAGES" SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) "INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION" AND G(2) "GENERAL INDEMNIFICATION".

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Tyler Software, Products, and Services.** You may purchase additional Tyler Software, 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 or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. If we fail to resolve the dispute, then the parties may participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation,

sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect on the terms of this Agreement and the terms and conditions of this Agreement shall control over any terms and conditions contained in a purchase order or similar document submitted by you. This Agreement may only be modified by a written amendment signed by an authorized representative of each



party.

12. Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. Additionally, any provision of this Agreement is found by a proper authority to be unenforceable, illegal, or invalid, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause, or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists when required for responding to Requests for Proposal or other similar procurement documents. We will not identify you by name in marketing presentations or promotional materials without your prior written consent.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. 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; or
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
  - (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, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Texas, without regard to its rules on conflicts of law.
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, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Cybersecurity (Managed Detection and Response) Terms. Your rights, and the rights of any of your end users, to use Tyler's Managed Detection and Response services is subject to the Cybersecurity Services Terms of Service, available at <https://www.tylertech.com/terms/cybersecurity-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
23. Contract Documents. This Agreement includes the following exhibits:
- |           |  |
|-----------|--|
| Exhibit A | Investment Summary                                     |
| Exhibit B | Invoicing and Payment Policy                           |
| Exhibit C | Service Level Agreement                                |
|           | Schedule 1: Support Call Process                       |
| Exhibit D | Client Success Account Management Terms and Conditions |
| Exhibit E | Statement of Work                                      |

SIGNATURE PAGE FOLLOWS







## **Exhibit C Schedule 1 Support Call Process**

### **Support Channels**

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

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

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

### *Support Resources*

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

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

### **Support Availability**

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

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

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



with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

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

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

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

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

#### IV. Maintenance Notifications

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

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

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

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

## Incident Handling

### *Incident Tracking*

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

### *Incident Priority*

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

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

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



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

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

### *Incident Escalation*

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

### *Remote Support Tool*

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





## Exhibit D

### Client Success Account Management Terms and Conditions

<b>Purchaser: Tarrant County, TX</b>				
<b>Client Success Account Management</b>		<b>Start Date:</b>	Commencement of Initial SaaS Term	
<b>Term:</b>	1 Year			
<b>Units:</b>	1	<b>Utilization:</b>	20%	<b>CSAM Fees:</b> No Cost

#### CLIENT SUPPORT ACCOUNT MANAGEMENT (CSAM) ACTIVITIES:

##### **Proactive Relationship Management**

- Onsite kick-off meeting to establish a quarterly Strategic Account Plan
- Monthly meetings to review the plan status and make modifications if needed
- The Client Success Account Managers manage both monthly and ad hoc phone meetings to ensure that regular, structured communication is maintained throughout the service

##### **Release Planning**

- Assisting with customized regression test planning with Purchaser specific features and guidance with business process test scripts
- Release training plan with designated SME to ensure the end-users are getting the most from the release
- Conduct planning meetings for release/user readiness before new releases are installed into production

##### **Support Pattern Recognition**

- Periodic review of support incidents to provide recommendations and consulting
- Projected training needs for high volume incidents
- Potential changes in configuration to allow for more seamless application flow

##### **Operational Best Practices**

- Assistance/Recommendations for backup and recovery planning
- Communication/Change management planning
- Periodic performance monitoring of the production database to make sure Purchaser is utilizing the Odyssey application most effectively

##### **Purchaser Specific Knowledge**

- Understanding of Purchaser environments and database configuration
- Understanding and recommendations for Purchaser specific configuration
- 3rd party products/integration points
- Understanding of Purchaser requested product functionality changes

##### **Issue Management and Resolution**

- Customized reports provide the current status of your critical issues and an update on recent activity. (Reports are reviewed and prioritized with a CSAM on a monthly basis)
- Support Incidents are prioritized according to the customer's schedule / roadmap

#### PROGRAM DETAILS

- Client Support Account Management (CSAM) responsibilities are limited to the Purchaser's Environment, which is defined as being the live software configuration of Hardware/Software and Operating System that interfaces with one or more eligible licensed Tyler Odyssey Software products.
- CSAM Services shall be conducted from Tyler's office in Plano, Texas. As mutually agreed to and coordinated between both parties during the current term, a Client Success Account Manager shall make one visit per quarter to the Purchaser's location. One trip shall have the meaning of a minimum of two (2) and maximum of four (4) consecutive Business Days within a calendar week, for which Tyler is responsible for all travel and travel-related expenses. Purchaser shall be responsible for any additional travel expenses if Tyler staff are requested to be present at the Purchaser's location over and above the aforementioned trips.



**Exhibit E**  
**Statement of Work**

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



## **Statement of Work**

**Tarrant County**

**"Client"**

**SaaS Migration**

**Tyler Technologies, Courts & Justice Division**  
5101 Tennyson Parkway  
Plano, Texas 75024  
(972)713-3770 phone

**"Tyler"**



# Tarrant County – Enterprise Justice Implementation

Statement of Work (SOW)

## TABLE OF CONTENTS

1. Introduction .....	3
Overview .....	3
Executive Summary and Deployment Strategy .....	4
2. Definitions .....	4
4. Project Approach .....	6
Project Assumptions .....	6
Project Management Services and Approach .....	6
Phase 1: Tyler Hosted SaaS Migration .....	7
Task 1.2 – Environment Discovery and Establish the Enterprise Justice SaaS Environment ..	8
Task 1.3 – Migrate Data and Images to the SaaS Environment – Pre-Production .....	8
Task 1.4 – Configuration Validation, ECR, Integration, and Testing Assistance .....	9
Task 1.5 – Go-Live – Production Migration .....	10
Task 1.6 - Transition to Support & Project Closeout .....	12
Project Complete .....	12

## Introduction

### Overview

A successful Enterprise Justice implementation project is dependent on many factors: setting up a strong governance structure; time, budget and scope management; designing a solution that meets the business needs of Client; and planning the implementation for success. The purpose of the project is to assist Client with transitioning away from the on-premise Enterprise Justice installation to a hosted SaaS solution.

This project has one primary objective:

Migrate to a new Tyler hosted SaaS environment from the existing client managed on-premise environment.

This Statement of Work (SOW), which includes Schedule 1 ("Tyler SaaS Migration and Upgrade Schedule"), presents the tasks and activities necessary for completing the migration. Tyler agrees to complete these tasks and activities and collaborate with the Client in the manner that emphasizes expediency and follows the timeframe set forth herein as closely as possible and takes into account the Client's readiness and acceptance process.

**Products and Services Included:** The following products and services are governed by this Statement of Work:

*Table 1 - Licensed Products and In Scope Services*

Licensed Products	
No new licensed software products will be installed or delivered. This is a migration activity for existing products only.	
Services Summary	
<ul style="list-style-type: none"> <li>• Project Management               <ul style="list-style-type: none"> <li>○ Scope and contract verification</li> <li>○ Maintain project schedule</li> <li>○ Schedule tasks and activities for Tyler staff</li> <li>○ Communicate schedule, tasks, activities and completion status to Client designated project manager. Client responsible for scheduling client resources</li> <li>○ Status reporting</li> <li>○ Testing plan assistance</li> <li>○ Go-Live Planning Assistance</li> </ul> </li> <li>• On-Premise to SaaS Migration Technical and Consulting Services               <ul style="list-style-type: none"> <li>○ Build three (2) non-production and one (1) production SaaS environments per SaaS agreement</li> <li>○ Migrate (copy) Data to SaaS Test and SaaS Production environments</li> <li>○ Migrate(Copy) Data to SaaS 3<sup>rd</sup> environment if applicable</li> <li>○ Migrate (copy) Images to SaaS Production environment</li> <li>○ Enterprise Justice SaaS environment and Enterprise Justice configuration verification</li> <li>○ Enterprise Custom Reports validation</li> <li>○ Solution Validation Assistance – Client completes the activity, Tyler assists</li> <li>○ Go-Live Support</li> </ul> </li> </ul>	



## Executive Summary and Deployment Strategy

As an existing Enterprise Justice customer, the Client has an existing Enterprise Justice environment in use today. This is an on-premise installation, with Client hosted server infrastructure. The Client desires to move their existing Enterprise Justice installation (Data and Document Storage) to a Tyler hosted SaaS environment.

This SOW details the tasks and activities that Tyler and the Client will perform for this project.

It is anticipated that this project will require three months to complete.

## Definitions

The following terms and definitions shall be used through this Statement of Work.

1. Authorization Order means an order to use custom development hours. Authorization Orders will be governed by this SOW upon execution by both parties.
2. Business Process means the practice, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function. Example: How are requests for ex parte hearings handled? Note, this process may include steps that involve the legacy system, steps that do not use the legacy system, or a combination of both.
3. Configuration means the set of completed user and system defined code tables within the Administration Section of Enterprise Justice. Examples: Case Types, Hearing Types, Commissary Items, Bond Companies, Offense Types, Payment Methods. Also means the act of completing the configuration.
4. Data has the same meaning herein as it does in the Agreement.
5. ECR Training means 1 hour of Enterprise Custom Report (ECR) training intended to educate users of Enterprise Justice post migration.
6. Go-Live Support includes, but is not limited to, daily check-in meetings, executive checkpoints, issue remediation, trouble shooting and resolving any issues related to the migration to SaaS, reviewing help desk best practices and available resources, and reviewing benchmark performance data to validate performance from on-premises to SaaS.
7. Images means all non-database files, including, but not limited to, scanned images, .jpg, .png, .pdf, video media, etc.
8. Interface means a connection to and potential exchange of data with an external, non-Enterprise Justice, system or application. Interfaces may be one way, with data leaving Enterprise Justice to the other system or data entering Enterprise Justice from the other system, or they may be bi-directional with data both leaving and entering Enterprise Justice and the other system.
9. Integration means a native exchange or sharing of common data within the Enterprise Justice system, between Tyler applications.
10. Legacy System means the primary computer system, database, and/or end user software application in use by the client which is being replaced by this project.
11. Project Manager(s) means the person or persons responsible for the planning, monitoring, and execution of this project for Tyler and/or the Client.
12. Solution Validation means the complete set of tests and testing activities when the full Enterprise Justice solution has been deployed. This activity consists of a review of Data, testing of business processes and practices, validation of completed configuration, interfaces and interchanges, and any custom software enhancements.
13. Subject Matter Experts (SME) means the person or persons most familiar with a process, function, or operating procedure for any given set of activities or process areas. Persons may be considered a SME in multiple areas.

14. Terms Not Otherwise Defined shall have the meaning as set forth in the Master Agreement.
15. Use Case Scenarios mean the description of the business process or scenario that needs to be solved. Example: The court requires a 20-day time-waiver for certain filings. A Use Case Scenario would be the narrative description of what the process is (20-day time-waiver), which filings require it, and what the requirements are for completing the process.
16. Test scripts mean the steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
17. Internal: Transition to Support Meeting means that Tyler will conduct an internal meeting to prepare for the post go-live handoff to Tyler's support team, ensuring that day-to-day operations are ready for the Tyler standard support process. The meeting will involve Tyler representatives involved with client support, technical services, hosting, and operations.
18. Customer: Transition to Support Meeting means that Tyler will conduct an internal meeting to prepare for the post go-live handoff to Tyler's support team, ensuring that day-to-day operations are ready for the Tyler standard support process. The meeting will involve having the Tyler project team present information to the Client team members that are involved with daily support procedures.
19. Release Management: Software upgrades and Change Control means activities performed by Tyler pertaining to installing a new version of the Software that includes new and/or different features from the previous version. The assigned TAM will facilitate all organizational and approval activities, including gaining Client approval.
20. Release Management: Planning and Testing means activities pertaining to preparing for, and testing a new version of the Software that includes new and/or different features from the previous version. The assigned CSAM is responsible for working with the Client on its Enterprise Justice release schedule and will facilitate all activities associated with testing the new release, including gaining Client approval.
21. Release Management: Communication for Change Management / Maintenance means clear and effective written and verbal correspondence to provide the information required for people to change effectively, reduce resistance, and garner support. The assigned CSAM is responsible for working with the Client on its communication plans and provides the relevant content associated with the change for use by Client's communications team.
22. Technical Consults means the activity of having Tyler provide structured and ad/hoc technical consulting for the purposes of migrating Enterprise Justice from the Client's on-premise environment to Tyler's SaaS solution and continued post go-live success.
23. Relationship: Application means all activities pertaining to managing the relationship with the Client's functional team members that are currently responsible for the Enterprise Justice software solution.
24. Relationship: Technical means activities pertaining to managing the relationship with the Client's non-functional team members that are technical in nature that are responsible for managing the Client's current on-premise environment, and post go-live environment factors that affect the use of Enterprise Justice.

## Project Approach

The tasks and activities required to deliver project are outlined below.

### Project Assumptions

- Project is anticipated to take up to three months to complete.
- Tyler will schedule tasks and activities to complete per the Professional Services Milestone Billing Schedule.
- SaaS Migration image transfer: Document Images will be transferred during the SaaS migration. The time required for image transfer varies and is dependent upon the speed of the transfer (network connectivity) and the total size of the document Images. Tyler will ensure, based on record counts, that all document Images transfer to the SaaS environment.
- Client will grant access to Tyler to the on-premise Enterprise Justice server infrastructure for the Tyler team members to transfer Data and Images to the SaaS environment.
- Client will assign a single project manager to act as a single point of contact for Tyler's project manager.
- Client has existing knowledge of the Enterprise Justice Case Manager software, including the setup of user accounts, rights and roles.
- Client is responsible for establishing network connectivity to the SaaS environment.
- Client is responsible for setting up any and all Enterprise Justice user accounts.

### Project Management Services and Approach

Tyler will provide project management services to guide this project. It is necessary for the Client to provide a project manager to work with Tyler's project manager for coordinating activities, providing schedule updates, reporting and tracking issues and risks, communicating status to stakeholders, and ensuring key milestones are met. The role of the project manager is to ensure the project is completed on time, on budget, and within the agreed upon scope.

The client project manager does not need formal training as a project manager. This person should have the following characteristics:

- Organized
- Understands the business and is well respected within the organization
- Effective communicator
- Proponent of the project
- Empowered to hold project team members, even those with a higher position or rank, accountable for completing any assigned tasks on-time



# RACI MATRIX

## PROJECT MANAGEMENT

Responsible (R) – Responsible for completing the item

Accountable (A) – Responsible for ensuring that the item is completed

Consulted (C) – Person/Role whose subject matter expertise is required to complete the item

Informed (I) – Person/Role that needs to be kept informed of the status of item completion

Tyler Project Manager	Client Project Manager
-----------------------------	------------------------------

Project Deliverable or Activity		
Conducting, Coordinating, or Assisting with the Project Kick-off	R/A	C/I
Conducting, Coordinating, or Assisting with the weekly Checkpoint Meetings	R/A	C/I
Create and update the project schedule	R/A	C/I
Ensure project is within scope	R/A	R
Create change orders for new scope as needed	A	R
Track the project budget	R/A	
Assist in scheduling project activities	R/A	C
Create shared location for document repository of project documentation and	R/A	C/I
Track, manage, and update issues and risks with assistance and input from the Client PM	R/A	C/I
Verify all testing items have passed validation during the Testing & Solution	I	R/A
Create the Go -Live Communication Plan	R/A	R/A
Create the Go Live Logistics Plan	R/A	C/I
Hold Project Closeout Meeting	R/A	C/I
Prepare Project Closeout Documentation	R/A	C/I

### Assumptions

- Project activities will be conducted remotely.
- The Client Project Manager will be available consistently through the duration of the project.

### Client Involvement

- The Executive Team and Project Team will attend the project kickoff.
- The Client will designate a Project Manager to interact with the Tyler Project Manager.

### Phase 1: Tyler Hosted SaaS Migration

This phase involves the tasks required to migrate the Client's Data and Images from its current on-premise infrastructure to the Tyler hosted SaaS environment.

### Task 1.2 – Environment Discovery and Establish the Enterprise Justice SaaS Environment

During the Environment Discovery Tyler will work with the Client IT Team to understand the current Enterprise Justice Environment and components that need to be built in the SaaS environment.

Tyler will be responsible for building the Enterprise Justice environments at Tyler's hosted data center for the SaaS deployment. Client is responsible for the installation and setup of the desktop application, with guidance from Tyler, and all peripheral devices.

#### Assumptions

- Task is scheduled at least two weeks in advance.

#### Client Involvement

- The Client is responsible for establishing network connectivity to the Tyler SaaS environment.
- The Client is responsible for updating the Enterprise Justice Assistant / Navigator (user interface) to point to the SaaS environment; Tyler will supply connection detail information.

#### Deliverables

Deliverable	Description
<b>1.2.1 Build SaaS Environment – Production</b>	Tyler establishes a Production environment per the SaaS agreement
<b>1.2.2 Build SaaS Environment - Test</b>	Tyler establishes a Test environment per the SaaS agreement
<b>1.2.2 Build SaaS Environment – 3<sup>rd</sup> Environment</b>	Tyler establishes a 3rd environment per the SaaS agreement

### Task 1.3 – Migrate Data and Images to the SaaS Environment – Pre-Production

During this task Tyler will migrate the Data from the Client's on-premise infrastructure to the SaaS infrastructure. This will be the preliminary test environment for the migration and will be considered pre-production (not live).

Tyler will:

- Copy the current Test Data to the SaaS Test environment.
- Copy the current Production Data to the SaaS Production environment.
- Copy the current 3<sup>rd</sup> environment Data to the SaaS 3<sup>rd</sup> environment.
- Validate the total amount of Data, based on database size, has been migrated to the SaaS environments.
- Ensure successful basic operation of Enterprise Justice in the SaaS environments: can login, access, view, edit, and save existing Enterprise Justice records through the Enterprise Justice user interface, without error.

**Assumptions**

- None

**Client Involvement**

- The Client will assist Tyler as needed with any on-premise infrastructure issues that prevent the successful migration of Data to the SaaS environment.
- The Client is responsible for testing the Enterprise Justice application functionality in the SaaS environment and reporting issues to Tyler; Tyler and the Client will jointly determine the correct path to resolve a given issue.

**Deliverables**

Deliverable	Description
<b>1.3.1 Migrate to SaaS Production for Testing</b>	Tyler migrates Data and Images to the SaaS Production environment. Testing only; not in production use.

**Task 1.4 – Configuration Validation, ECR, Integration, and Testing Assistance**

After the pre-production site migration has finished, Tyler will verify the primary configuration elements within the Enterprise Justice Organizational Chart (Org Chart) and will adjust any Org Chart configuration to coincide with the new SaaS environment.

To verify the Org Chart, Tyler will replace references to on-premise server names and locations, such as (Universal Naming Convention) UNC paths, to the revised SaaS server names and locations as appropriate. Tyler will also perform basic operational testing, ensuring standard reports and existing client Forms can be generated without error. Tyler will ensure the Enterprise Justice Job processing functionality completes without error for at least one report.

**ECR Validation Assistance**

Tyler will also verify the configuration of the existing Enterprise Custom Reports (ECRs), ensuring any pointers (UNC references, etc.) are updated to the SaaS environment. Client is responsible for testing the ECR functionality.

**Integration Validation Assistance**

Tyler will also verify that the integration infrastructure is configured and integration endpoints are available to the Client. Client is responsible for testing existing integrations are operational in SaaS environment.

**Testing and Validation Assistance**

After Tyler has verified the Org Chart and ECR configurations, the Client will test the Enterprise Justice application functionality, ensuring all key business processes are able to complete without error, reporting any issues to Tyler for triage; Client and Tyler will jointly determine the appropriate resolution and owner, Tyler or Client, for each issue. Tyler recommends the Client create a list of essential business processes that are in use and define the required outcome of each process; this list should be used for the testing



activity. Tyler can supply sample process lists if requested. Examples of key processes include: Case creation and initiation, viewing and modifying parties, adding and updating hearings and revising hearing calendars, creating standard reports and merging forms, updating case financial records, case dispositions.

In this task Tyler will:

- Review and revise the Org chart as needed to point to the SaaS environments; This will be done for all SaaS environments created per the Agreement.
- Review and revise the ECR configuration as needed.
- Perform basic operational application tests in Enterprise Justice: login, access a case, save a case, access a party, save a party, run a report, schedule and run a report from the schedule.
- Assist client with the Client's testing effort by providing sample process lists and reviewing issues that are reported to Tyler.

#### Assumptions

- Pre-production SaaS migration has been completed.
- All internal or 3<sup>rd</sup> party integrations leverage the Tyler Integration framework and Integration layer. No integrations or other processes will directly access the hosted Database. If integrations are identified during the Environment Discovery process that do not leverage the integration framework, Tyler will work with the Client to identify alternate solutions that are supported in the SaaS environment.
- Production (live) migration will not take place until Client has completed their testing and advises Tyler that no material issues exist.

#### Client Involvement

- The Client will be responsible for testing the Enterprise Justice application.
- The Client will track issues but will report those to Tyler as needed for triage and issue resolution assistance.
- The Client will advise Tyler when the testing is complete and is ready for the live (Production) migration.

#### Deliverables

Deliverable	Description
<b>1.4.1 Org Chart Verification</b>	Tyler verifies and updates the Enterprise Justice Org Chart to reflect the SaaS environment, as needed
<b>1.4.2 ECR Validation</b>	Tyler updates ECR configuration to reflect the SaaS environment.
<b>1.4.3 Testing Assistance Complete</b>	Tyler assists client with process testing and site verification. Client is responsible for testing.

#### Task 1.5 – Go-Live – Production Migration

After the Client has successfully completed the testing of the SaaS environment, Tyler will initiate the

Production migration. This activity should be carefully planned to ensure all Data moves from the on-premise site to the SaaS site and that all users are logging in to the correct environment.

Client's project manager will assist Tyler's project manager in building a go-live transition plan. The plan will include the proposed date and time for the migration to start and finish. It is important to note that once the production migration begins no Data should be entered in the Enterprise Justice application in the on-premise environment, as the update is static and represents a point in time. Any Data entered in the on-premise environment after the migration has begun will need to be added manually by the Client after the migration has completed and the Client is live in the SaaS environment.

The migration should be scheduled approximately two weeks in advance. It is at this time; the Client will make a "go" or "no-go" decision to proceed with the migration.

Upon completion of the migration, Tyler will perform basic VIEW ONLY validation: can login, can view existing case and party records Tyler will not create or save any new records in the Production system during this test. Tyler will then communicate to the Client that the system is ready for Production use.

Image migration: Tyler will migrate the Images at the same time as the Data. However, the Images may require additional time to transfer based on the total storage size of the Images. Tyler will ensure all Images have been transferred; Client may go-live before all Images have been migrated.

Tyler will ensure that all Data and Images are accurately transferred from the Client's on-premise environment to the SaaS environment by verifying the transferred Data and Images through AWS DataSync on 12 metrics: BytesCompressed, BytesPreparedDestination, BytesPreparedSource, BytesTranferred, BytesVerifiedDestination, BytseVerifiedSource, BytesWritten, FilesPreparedDestination, FilesPreparedSource, FilesTransferred, FilesVerifiedDestination, FilesVerifiedSource.

Client will modify their Enterprise Justice Assistant / Navigator (user interface) configuration to point to the SaaS environment. Client is responsible for ensuring Client is logging in to the correct environment. Client will perform initial testing and will report any issues to Tyler for triage. Client will begin entering Data in the Production SaaS environment and will be live at that point. Tyler will provide a communication plan to the Client as part of the go-live planning activities, so the Client knows how to contact Tyler for issue reporting and resolution.

#### **Assumptions**

- Pre-production SaaS migration has been completed.
- Pre-production testing has been completed and Client has indicated to Tyler the testing was successful and no material issues remain.
- Migration is scheduled at least two weeks in advance.
- The Client's on-premise Enterprise Justice environment will remain at version 2017.0 until the SaaS migration is completed, after which Tyler will perform the revision upgrade for the Client to Enterprise Justice version 2023.0.X.

#### **Client Involvement**

- The Client will be responsible for testing the Enterprise Justice application.
- The Client will track issues but will report those to Tyler as needed for triage and issue resolution assistance.



- The Client will modify the Enterprise Justice Assistant / Navigator to point to the correct environment; Tyler will supply the connection information.
- Tyler's project manager is responsible for building the go-live plan with assistance from Client's project manager.

#### Deliverables

Deliverable	Description
<b>1.5.1 Go-Live Data Migration</b>	Tyler migrates the on-premise Data to the SaaS Production environment
<b>1.5.2 Go-Live Image Migration</b>	Tyler migrates the on-premise Images to the SaaS Production environment
<b>1.5.3 Go-Live: First Record Created in SaaS Environment</b>	Client creates a new record or saves Data to an existing record in the SaaS Production environment.

#### Task 1.6 - Transition to Support & Project Closeout

This task represents project completion and will signal the conclusion of implementation activities. In this final Stage, the implementation project will be officially completed, and the Tyler PM will work with Client to transition from implementation to operations and maintenance.

Tyler will conduct a final project close out meeting prior to transition from implementation to operations and maintenance. In addition, during the close out meeting, Tyler will review with Client the help desk best practices and available resources. Tyler will also review the benchmark performance document to validate performance from on-premise to SaaS.

#### Assumptions

- All project implementation activities have been completed.
- No material project issues remain.
- All Deliverables have been completed.

#### Client Involvement

- Participate in transition discussions and meetings.
- Provide feedback and updates on remaining issues.

#### Deliverables

Deliverable	Description
<b>1.6.1 Project Closeout Report</b>	Report that indicates all deliverables have been completed and the project is closed.

#### Project Complete

The SaaS migration is complete once the Client is using the Enterprise Justice application in the Production SaaS environment and Tyler has completed all other responsibilities set forth in Task 1.6. Any open issues remaining for Tyler to resolve will be transitioned to the Tyler Support team.

09302024

APPROVED AS TO FORM:

Kimberly Colliet Wesley  
Criminal District Attorney's Office\*

CERTIFICATION OF  
AVAILABLE FUNDS: \$ 885,455.00

Kimberly M. Buchanan  
Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.