Memorandum
MIS Department
Purchasing Division

TO: John T. Lookerby, Village Manager
FROM: Jim Shaw, MIS Director
       Michael Aleksic, Purchasing Agent
DATE: September 8, 2016
RE: Case Management/Adjudication Software Purchase
    Agenda Item – September 19, 2016 Board Meeting

Background
In March of 2016, the Village purchased new integrated municipal software from Bellefeuil, Szur & Associates (BS&A) to replace the current system provided by SunGuard. BS&A will be providing the Village with fully integrated enterprise-wide applications that will serve the entire organization. The major modules include Finance, Human Resources, Public Works, Community Development/Building and Zoning applications, and they will interface with the Police and Fire Department's OSSI Public Safety Software. Implementation is currently underway, and it is anticipated that the new system will be up and running the first quarter of 2017.

Going forward, the Village requires a new Case Management module to replace the current outdated system from SunGuard. As BS&A does not provide a Case Management package, MIS and Corporation Counsel staff evaluated a number of systems, and have concluded that Tyler provides the required functionality and is proven with an install base of over eight hundred systems.

Budget & Account: $72,250  020-0420-418.07-65  #K3160C

Recommendation
Staff recommends that a contract in the amount of $72,250 for the purchase of INCODE Case Management and Document Management Suites be awarded to Tyler Technologies Inc. The purchase includes software, full system configuration and implementation, staff and user training, and one year of system maintenance and support.
A resolution authorizing the Mayor/Village Manager to execute the subject contract has been prepared by the Corporation Counsel's office and is attached.

Comments
The case management system is utilized to process citations associated with local code violations. It performs invoicing, accounts receivable, notification, as well as docket and court management functions. It will be primarily utilized by the Legal and Finance departments and will process an estimated 19,000 citations a year.
A RESOLUTION APPROVING AND AUTHORIZING A LICENSE AND SERVICES AGREEMENT WITH TYLER TECHNOLOGIES, INC.

WHEREAS, in March, 2016 the Village purchased new integrated municipal software from Bellefeuille, Szur & Assocaites (hereinafter "BS&A") to replace the system currently utilized. Included in this purchase are specific modules for Finance, Human Resources, Public Works and Community Development (Building and Zoning) which will have the ability to interface with both Police and Fire Departments’ OSS1 Public Safety Software; and

WHEREAS, the implementation process is currently underway and proceeding well. The new system is anticipated to be fully up and running by the first quarter of 2017; and

WHEREAS, in addressing the needs for new software for the Village’s Hearing processes, which includes Administrative and Parking Hearings, the Village had to look elsewhere since BS&A does not provide a Case Management package; and

WHEREAS, after reviewing and evaluating several systems, both the MIS Department and the Corporation Counsel's staff have concluded that Tyler Technologies, Inc. (hereinafter “Tyler”), provides the required functionality. Additionally, Tyler is a proven entity with an install base of over 600 systems; and

WHEREAS, the purchaser price for the INCODE Case Management and Document Management Suites from Tyler is $72,250 and includes software, full system configuration and implementation, staff and user training, and one year of system maintenance and support; and

WHEREAS, the Village Manager recommended to the Mayor and Board of Trustees that the License and Services Agreement with Tyler Technologies, Inc. for Case Management/Adjudication Software, be approved substantially in the form attached hereto and marked as Exhibit “1”, subject to changes approved by the Village Manager or designee and the Corporation Counsel of the Village of Skokie;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Skokie, Cook County, Illinois that the License and Services Agreement with Tyler Technologies, Inc. for Case Management/Adjudication Software, a copy of which is attached hereto and marked Exhibit “1”, or subject to changes approved by the Corporation Counsel and Village Manager or designee, be and the same is hereby approved.

BE IT FURTHER RESOLVED by the Mayor and Board of Trustees of the Village of Skokie, Cook County, Illinois that the Village Manager is hereby authorized to execute the License and Services Agreement with Tyler Technologies, Inc. for Case Management/Adjudication Software, a copy of which is attached hereto and marked Exhibit “1”, subject to changes approved by the Corporation Counsel and Village Manager or designee.
PASSED this day of September, 2016.

Ayes: 
Nays: 
Absent: 

Attest:

__________________________________________
Village Clerk

Approved by me this day of September, 2016.

__________________________________________
Mayor, Village of Skokie
LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions 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 License and Services Agreement.
- “Business Travel Policy” means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- “Client” means Village of Skokie, IL, a municipal corporation.
- “Defect” means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- “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 on which your authorized representative signs the Agreement.
- “Force Majeure” means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- “Investment Summary” means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- “Invoicing and Payment Policy” means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- “Maintenance and Support Agreement” means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- “Statement of Work” means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work
SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Section B(1), License Grant and Restrictions, and B(2), License Fees.

1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

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

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

1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer consistent with Tyler’s then current rates or as the parties may agree to in writing.

1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. The Tyler Software is licensed, not sold.

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. **Escrow.** We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. **Limited Warranty.** We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

**SECTION C – PROFESSIONAL SERVICES**

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

2. **Professional Services Fees.** You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you.

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

4. **Cancellation.** We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. The fees and expenses detailed in this Section C (4) will not apply the first instance of such cancellation. 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 further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation,
sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

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

**SECTION D – MAINTENANCE AND SUPPORT**

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

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

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

**SECTION E – THIRD PARTY PRODUCTS**

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

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

2. **Third Party Software.** Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

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

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

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

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

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

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

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. If you do not dispute an invoice as provided in this Section F(2), and do not remit payment for that invoice within forty-five (45) days as provided in Exhibit B, then we reserve the right to suspend delivery of all services, including maintenance and support services, within fifteen (15) days of notice of our intent to do so.
SECTION G – TERMINATION

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

2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

3. Force Majeure. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

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

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

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

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

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

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

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH
IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

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

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

**SECTION I – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

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

3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential. Settlement discussions are not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, 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. We will remain responsible for all subcontracted services.

8. **Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, our 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. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

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

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

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

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

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not: disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. "His obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event either party receives an open records or other similar applicable request, either party will give the other party prompt notice and otherwise perform the functions required by applicable law. Tyler agrees that decisions on how to respond to a Freedom of Information Act request to Tyler for a Client record shall be made by the Client unless otherwise ordered by a Court.

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 your state of domicile, 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 shall 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. Contract Documents. This Agreement includes the following exhibits:

Exhibit A  Investment Summary
Exhibit B  Invoicing and Payment Policy
           Schedule 1: Business Travel Policy
Exhibit C  Maintenance and Support Agreement
           Schedule 1: Support Call Process
Exhibit D  Statement of Work

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.                                  Village of Skokie, IL

By:____________________________________________________  By:____________________________________________________

Name:_________________________________________________

Title:__________________________________________________

Date:__________________________________________________

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel

Address for Notices:
Village of Skokie, IL
5127 Oakton Street
Skokie, IL 60077
Attention: MIS Director
Exhibit A
Investment Summary

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

[The remainder of this page is intentionally left blank.]
## Investment Summary

**Prepared For:** Village of Skokie, IL  
**Contact Person:** Jim Shaw  
**Address:** 5127 Oakton Street  
Skokie, IL 60077  
**Phone:** 847-673-0933  
**Fax:**  
**Email:** Jim.Sham@Skokie.Org  
**Contract ID #:** 2016-012  
**Issue Date:** 09/16/16  
**Sales Rep:** J, Erviller  
**Tax Exempt:** Yes/No

### Software License Payments

<table>
<thead>
<tr>
<th>Product/Service &amp; Equipment</th>
<th>Upon Execution</th>
<th>Upon Available Downloaded Date</th>
<th>Upon Earlier OP</th>
<th>As Delivered</th>
<th>Totals</th>
<th>Annual Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Hosted (Online) Applications</td>
<td>800</td>
<td></td>
<td></td>
<td>800</td>
<td>1,200</td>
<td></td>
</tr>
<tr>
<td>Total Applications Software</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>License Fees - INCLUDE Court Case Management Suite</td>
<td>7,175</td>
<td>17,220</td>
<td>4,065</td>
<td>28,702</td>
<td>8,560</td>
<td></td>
</tr>
<tr>
<td>License Fees - INCLUDE Document Management Suite</td>
<td>2,563</td>
<td>6,953</td>
<td>1,018</td>
<td>10,533</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Professional Services</td>
<td>15,000</td>
<td></td>
<td></td>
<td>15,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Management &amp; Final Implementation</td>
<td>2,600</td>
<td></td>
<td></td>
<td>2,600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Data Conversion</td>
<td>15,000</td>
<td></td>
<td></td>
<td>15,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td>9,738</td>
<td>24,170</td>
<td>5,843</td>
<td>32,540</td>
<td>72,259</td>
<td>9,769</td>
</tr>
</tbody>
</table>

*Earlier of first use of Tyler Software in live production or 180 days from the date the Tyler Software is made available for downloading.*

**Please Note:** Travel expenses will be billed as incurred.

**Please Note:** Incurred Notification fees are not included in the totals above. See Incurred Notification page for detail and billing schedule.

**Please Note:** Pricing is based on a volume of 10-15K
## Software Licenses

**Jan Show**  
Village of St. John, IL  
June 1, 2016

<table>
<thead>
<tr>
<th>Application Software</th>
<th>License</th>
<th>Estimated Services</th>
<th>License Fee</th>
<th>Estimated Services</th>
<th>Annual Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inside Court Case Management Suite</td>
<td>26,700</td>
<td>11,000</td>
<td>6,314</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Central Court Case Management</td>
<td>84</td>
<td>10,500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Custody</td>
<td>4</td>
<td>500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inside Scheduling</td>
<td>Included</td>
<td>Included</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Rearview Scheduling, Mass Scheduling, Citation Import Scheduling)</td>
<td>Included</td>
<td>Included</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DMA Interface (Marlton Institute)</td>
<td>Included</td>
<td>Included</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CourtWaste (non-SOHO) Interface (OCR)</td>
<td>Included</td>
<td>Included</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Import or Export of Citations/Case Hands)</td>
<td>Included</td>
<td>Included</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Letter (non-SOHO) Interface (BBSA)</td>
<td>Included</td>
<td>Included</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inside Content/Document Management Suite</td>
<td>10,270</td>
<td>4,000</td>
<td>2,055</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Output Director</td>
<td>9</td>
<td>1,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Output Director (Email Engine, Print Output Channel, Tyler Content Management Out put Channel, Email Output Channel)</td>
<td>Included</td>
<td>Included</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LaserFiche Output Channel</td>
<td>Included</td>
<td>Included</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Content Management</td>
<td>24</td>
<td>2,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tyler Content Manager Standard Edition (TCM SR)</td>
<td>Unlimited Full &amp; Retrieve Licenses, Multiple Scan Stations, Active and OOP, Content Manager for Tyler Application</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Services</td>
<td>2,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Management</td>
<td>2,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inside Application Subtotal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>System Software Subtotal</td>
<td>128</td>
<td>15,000</td>
<td>38,903</td>
<td>15,000</td>
<td>6,666</td>
</tr>
<tr>
<td>Professional Services</td>
<td>2,000</td>
<td>2,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Application and System Software Total</td>
<td>128</td>
<td>17,000</td>
<td>30,903</td>
<td>17,000</td>
<td>10,666</td>
</tr>
</tbody>
</table>

Note: Public Safety On-Site Services are based on a 8 a.m. to 5 p.m. day.  
Public Safety On-Site Services are based on the following criteria:  
Number of OIS Training Sessions  
Number of MIB Training Sessions.
### Professional Services

**Jim Shaw**  
**Village of Skokie, IL**  
**May 12, 2019**

<table>
<thead>
<tr>
<th>Conversion Services</th>
<th>QTY</th>
<th>Programming Fee</th>
<th>Hours</th>
<th>Estimated Services</th>
<th>Conversion Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Court Applications</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10,000</td>
</tr>
<tr>
<td>Court Case Management Court</td>
<td>4,500</td>
<td>8</td>
<td></td>
<td>1,000</td>
<td></td>
</tr>
<tr>
<td>- Basic Case (data)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Feeandra, Payment Plans, Penalties</td>
<td>4,500</td>
<td>0</td>
<td></td>
<td>1,000</td>
<td></td>
</tr>
<tr>
<td>Additional Databases &quot;Optional&quot; (82,000 each)</td>
<td>4,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conversion Services Total</td>
<td>13,000</td>
<td>16</td>
<td>2,000</td>
<td></td>
<td>16,000</td>
</tr>
</tbody>
</table>
## Hosted Applications

**Jim Shaw**  
**Village of Skokie, IL**  
**May 12, 2016**

<table>
<thead>
<tr>
<th>Service</th>
<th>QTY</th>
<th>Charges</th>
<th>Initial Year</th>
<th>Annual Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Citizen Portal</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>One Time Setup Fee</td>
<td>1</td>
<td>800</td>
<td>800</td>
<td></td>
</tr>
<tr>
<td>- Hardware Configuration</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- DNS registration</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>INCORE Court Online Component (Volume based, not Population based)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly support/maintenance fee</td>
<td>100</td>
<td>/month</td>
<td>1,200</td>
<td>1,200</td>
</tr>
<tr>
<td>- Display of citations for payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Display of Payment Plans</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Payment Options</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Drivers Safety Course</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Deferred Disposition</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Make Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Collects pisa from defendant</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Security – SSL (Secure Socket Layer)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Payment Processing - Credit Card</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Payment packet is created to be</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>imported to Court System</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>NOTE:</strong> Defendant pays $2.50 - $3.50 fee per transaction for payment on-line.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Hosted Applications Total</strong></td>
<td>2,000</td>
<td></td>
<td>1,200</td>
<td></td>
</tr>
</tbody>
</table>
**INCODE Notification**

Jim Shaw  
Village of Skokie, IL  
May 12, 2016

**INCODE Notification for Courts**  
INCODE Notification for Courts ($1 per violation)  
Annual Violations 18,000  

- Defendant Notification by Phone  
  - Call can be made for:  
    - Citation issued  
    - Court Date Reminder  
    - Court Date Nailed, Notify of Next Step  
    - Warrant issued  
    - Payment Plan due date reminder  
    - Etc.  
- Case updated after call  
  - Call taken live  
  - Left message  
  - No answer  
- Court creates unique message for each call type  
- Call message can be English or Spanish  
- Call Attorney, rather than Defendant

Note: The Court will be billed for the cases in which calls are made. The $1.00 charge per violation includes up to 4 calls per violation as shown above. The Court will be billed by Tyler Technologies monthly for the calls.

The Court will be allowed 2 call campaigns in the first 30 days at no charge. Tyler will assist with setup and creation of campaigns.
- Trial offer is free for 30 days.  
- Campaign is limited to a one year time frame  
- Both campaigns must be used within the 30 day time frame.  
- If more than 2 campaigns are used, then customer will be billed for the additional campaigns.

**INCODE Notification Total**
Exhibit B
Invoicing and Payment Policy

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

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

1. Tyler Software.
   1.1 License Fees: License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.
   1.2 Maintenance and Support Fees: Maintenance and support fees are waived for one (1) year from the Effective Date. Subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof at our then-current rates.

2. Professional Services.
   2.1 Implementation and Other Professional Services (including training): Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
   2.2 Consulting Services: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
   2.3 Conversions: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option and 50% upon Client acceptance to load the converted data into live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
   2.4 Requested Modifications to the Tyler Software: Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.
2.5 *Other Fixed Price Service*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

2.6 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acceptance of Change Management</td>
<td>15%</td>
</tr>
<tr>
<td>Delivery of Change Management Plan and Strategy</td>
<td>10%</td>
</tr>
<tr>
<td>Acceptance of Executive Playbook</td>
<td>15%</td>
</tr>
<tr>
<td>Acceptance of Resistance Management</td>
<td>15%</td>
</tr>
<tr>
<td>Acceptance of Procedural Change Communications</td>
<td>10%</td>
</tr>
<tr>
<td>Change Management Coach Training</td>
<td>20%</td>
</tr>
<tr>
<td>Change Management After-Action Review</td>
<td>15%</td>
</tr>
</tbody>
</table>

3. *Third Party Products*:

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

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

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

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

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

- **Bank**: Wells Fargo Bank, N.A.
- **Address**: 420 Montgomery
- **City**: San Francisco, CA 94104
- **ABA**: 121000248
- **Account**: 4124302472
- **Beneficiary**: Tyler Technologies, Inc. – Operating
Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

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

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

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

   B. Baggage Fees

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

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

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

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

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

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

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

4. Meals and Incidental Expenses

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

A. Overnight Travel

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

**Departure Day**

<table>
<thead>
<tr>
<th>Depart before 12:00 noon</th>
<th>Lunch and dinner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Depart after 12:00 noon</td>
<td>Dinner</td>
</tr>
</tbody>
</table>

**Return Day**

<table>
<thead>
<tr>
<th>Return before 12:00 noon</th>
<th>Breakfast</th>
</tr>
</thead>
<tbody>
<tr>
<td>Return between 12:00 noon &amp; 7:00 p.m.</td>
<td>Breakfast and lunch</td>
</tr>
<tr>
<td>Return after 7:00 p.m.*</td>
<td>Breakfast, lunch and dinner</td>
</tr>
</tbody>
</table>

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

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

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

**B. Same Day Travel**

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

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

**5. Internet Access – Hotels and Airports**

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

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

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.

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

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

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

   3.2 provide telephone support during our established support hours;

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

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

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

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

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

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

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

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

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

Support Channels

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

1. Tyler Community – an online resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.

2. Online submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.

3. Email – for less urgent situations, users may submit unlimited emails directly to the software support group.

4. Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

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

1. Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.

2. Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.


4. Program Updates – where development activity is made available for client consumption.

Support Availability

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

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Day after Thanksgiving</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Labor Day</td>
<td></td>
</tr>
</tbody>
</table>
## Issue Handling

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

### Incident Priority
Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

<table>
<thead>
<tr>
<th>Priority Level</th>
<th>Characteristics of Support Incident</th>
<th>Resolution Targets</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Critical</td>
<td>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.</td>
<td>Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.</td>
</tr>
<tr>
<td>2 High</td>
<td>Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.</td>
<td>Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.</td>
</tr>
<tr>
<td>3 Medium</td>
<td>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.</td>
<td>Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.</td>
</tr>
<tr>
<td>Priority Level</td>
<td>Characteristics of Support Incident</td>
<td>Resolution Targets</td>
</tr>
<tr>
<td>----------------</td>
<td>-----------------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>4 Non-critical</td>
<td>Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.</td>
<td>Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.</td>
</tr>
</tbody>
</table>

**Incident Escalation**

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

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

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

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

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

**Remote Support Tool**

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

[The remainder of this page is intentionally left blank.]
Statement of Work

Software and Implementation Services

Prepared for:

Village of Skokie, IL
Jim Shaw
5127 Oakton Street, Skokie, IL 60077

Prepared by:
Jeff Driver
5519 53rd Street, Lubbock, TX 79414

Tyler Technologies, Inc.
www.tylertechnology.com

DATE
5/12/2016
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Statement of Work

Village of Skokie, IL

Statement of Work

Thursday, May 12, 2016
Project Scope & Summary

The software and services purchased are outlined in the Investment Summary Section of the Agreement.

Any standard interfaces purchased are listed in the Investment Summary section of the Agreement and detailed in the Standard Interfaces section of this document. It is important for the Client to read the portion of the attachment related to each interface purchased to understand its full functionality.

Data conversion services and other professional services hours included in the Investment summary are estimates. Additional analysis will be performed during the Assess & Define stage to provide definitive pricing.

Implementation Stages

Tyler provides a well defined multi-stage roadmap, which can be applied to a single phase project, or to projects with simple phases. For multi-phase projects, the stages are repeated as necessary.

Each stage, as established above, is designed to provide a point at which a full review of the stage objectives is assessed for completeness. When a stage is complete, a Work-Acknowledgement Form (see (Sample) Work Acknowledgement Form attached herein) is completed and signed by the Client signifying acceptance of that stage and the beginning of the next stage. Each stage is dependent on the results of the previous stage and therefore, each stage of the methodology cannot begin until the previous stage is completed and approved.
Data Conversion

The goal of the data conversion process is to transfer information from one or more legacy systems into the Tyler system in an accurate and verifiable manner. Verification of the data conversion consists of comparing the on-screen data elements and management reports of each system. As such, very little is done in the conversion process to "fix" the data. Inconsistencies or corruption in the original data will carry over to the new system – these issues should be identified and resolved by the Client before final data conversion on the legacy system(s) or shortly after "going live" on the Tyler system. The Conversion Detail section of this document provides detailed information on Data Conversion if conversion is included in your Investment Summary.

Invoicing and Client Signoffs

Tyler invoicing and payment terms are detailed in the Payment Terms section of the Agreement. In addition to responsibility for the payment of all invoicing outlined in the Agreement, Client is responsible for signing off on the hours consumed in accordance with project requirements. An approved Change Order is required if additional hours are needed or scope is changed.

Key Project Assumptions

- Client and Tyler shall review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Client will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- Client will provide work space for Tyler Services for work completed on Client premises.
- Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation Tyler will provide newer releases of the software that meet or exceed the version available at contract signing. After Go-Live, the Client is responsible for installing newer releases. Release notes are provided for all new versions.
- Client will maintain primary responsibility for the scheduling of Client employees and facilities in support of project activities.
- We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, the Client agrees to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). The Client agrees to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services.
- Client will allow users to access the following websites to ensure adequate access to Support resources:
  - help.tyleru.com
  - tyeru.com
  - tyeretech.com
  - tyercommunity.tyleretech.com
Client will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.

Client is responsible for proper site preparation, hardware, software, and network configuration in accordance with Tyler specifications.

Client has, or will provide, access licenses and documentation of existing system to any 3rd party system software which Tyler will be required to read, write or exchange data.

Client has, or will provide, a development/testing environment for data conversion and interface testing as they are developed by Tyler.

Tyler shall be responsible for implementing a functioning version of the application software (assuming Client has installed the proper hardware, software, and networking devices).

Tyler will provide Client with status reports that outline the tasks completed. Tyler will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed (from Client) to complete the tasks, a current or updated version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates) as needed.

Out of Scope

Tyler software is sold as COTS (commercial off the shelf) software. Any custom development such as; changes to source code, additional interface development, legacy or other imports are not within the scope of this agreement:

- Custom Programming - Tyler products will be implemented “off the shelf” without customization, except as purchased and then detailed in the Customizations section of this document. Any additional customizations identified or requested will be quoted as requested. Unless otherwise agreed, these customizations will be designed, developed, implemented, and tested during the Final Implementation phase (“post go live”). If there are no customizations in the Agreement, there will not be Customization section to this document.

- Custom Modifications - Custom modifications are changes to the functionality of existing Tyler software products. These changes may involve the addition of new fields to a screen, the enhancement or automation of a process, or the creation of a new module. Software modifications are not within the scope of this agreement except as detailed in the Customizations section. If there are no customizations to the software, there will be no Customizations section to this document. Tyler will make every effort to design custom modifications so that they can be leveraged by more than just one Client. This focus will affect the approach to designing, developing, and deploying new functionality so that we may benefit the largest population of users possible.

- Custom Interfaces - Custom interfaces involve the development of a standard, repeatable process for transferring information into or out of the Tyler software. These interfaces may take the form of a user-initiated import/export program, an API, or a web service. If a different XML layout is required, then the requirement definition will need to go through discovery and be approved by Tyler Technologies, and additional charges beyond those quoted in the Investment Summary will be incurred. Similarly, you may be responsible for additional charges if the provider of the third party software with which Tyler will be interfacing requires changes or assistance. There are no custom interfaces included in the scope of the agreement unless detailed in the Interfaces section of this document.
Custom Reports – Custom Reports involve the development of new reports that are not offered as part of the standard reporting package and modifications to existing reports. There are no custom reports included in the scope of the agreement unless detailed in the Customizations section of this document.

- Resource hours that extend scope. (Additional hours must be approved through a Charge Order.)
- Any undocumented requirements. Undocumented requirements include requirements not specified in this Statement of Work and associated attachments.
- Post System Acknowledgement Configuration. System Acknowledgement requirements are met at the completion of End User Training and User Acceptance Testing stage. Any changes requested of the Tyler implementation team to alter the configuration, post acknowledgement of these milestones, must be documented through a Change Order and may incur additional costs. Client may have access to built-in configuration tools, so, when available, is free to reconfigure or create new configuration as required or desired. If assistance using these tools is required, additional change orders may apply.

Risk / Mitigation Strategy

Unavailability/Incompatibility of Staff

Risk: Tyler recognizes that individuals assigned to projects may become unavailable due to various causes. Further, Tyler recognizes that individuals sometimes clash for reasons of incompatibility. Tyler schedules team members based on all the projects to which those individuals are assigned. Unavailability may occur due to unforeseen circumstances such as family matters or the employee’s departure from Tyler employment. Incompatibility creates intolerance in project objectives and tasks and creates unnecessary delays and can lead to project failure if not corrected.

Mitigation: In the event a Tyler project member is determined to be unavailable, a Tyler manager will consult with Client on alternatives such as a temporary replacement or substitute of the person. Likewise a similar response is expected from the Client if their team member is unavailable.

Incompatibility is addressed first through attempts to resolve the compatibility issues between individuals. Failing resolution, team members must be replaced. In the event a Tyler team member is determined to be incompatible, Tyler will replace with a new team member and provide time to orient to the project before assuming their respective responsibilities.

Client Staff unavailability

Risk: Delays in the project timeline will occur if appropriate Client staff is unavailable to meet with or respond to Tyler for timely decisions and or directions.

Mitigation: Client should ensure that staff assigned to this project is given sufficient priority and authority to work with Tyler while completing other Client responsibilities in a timely fashion. Decisions must be made in hours and days, not weeks.
Scope Changes

Risk: Poorly defined projects always take longer than expected or cost more than expected because of poorly defined scope at the beginning of the project.

Mitigation: Both parties must ensure that the scope of the project is well stated and completely defined to the best of each party's knowledge. Functional requirements should be reviewed carefully to ensure completeness. Change Orders are required to document any subsequent impact on schedule and/or costs.

Activity Focus

Risk: Activity Focus is the risk that minor activities consume time that should otherwise be dedicated to major activities of the project, with the end result of time and/or costs overrunning budget. This risk is sometimes associated with efforts that lead to scope changes. Examples include meetings of little substance or that go longer than they need, or time consumed investigating undocumented functionality or other activities not in scope.

Mitigation: Project Managers for both Parties must guard themselves to avoid focus drift by ensuring the focus is squarely on meeting deadlines, services, and configuration requirements of the implementation as planned and documented in the planning, assessment and definition stages.

Incomplete Legacy, Interface Documentation

Risk: During the project certain third party documentation will be required for such tasks as interface development and import of legacy data and others.

Mitigation: Client should ensure that APIs, specific documentation, or file specifications for interfacing to other systems is available to Tyler and that legacy data imports are known in advance of need.

Achievable Goals

Risk: The expectations of this project are set too high or are not explicit or clear to Client Staff and thus not communicated to Tyler through Functional Requirements and clearly stated scope.

Mitigation: The parties must ensure, through the Contract and Task Orders, that the goals of the project are explicit, well defined and attainable, and that both parties have "signed off" on the requirements.

Technology Age

Risk: This risk is highly dependent on the choice of Tyler products and whether the Client is hosting any of those products. If the Client will be hosting its own servers, the technology utilized should be robust to enough to meet the Client's needs for several years into the future. Technology that barely meets minimum requirements today will be insufficient as the system and its needs grow.

Mitigation: Tyler will assist Client in determining optimal technology and plans to guard against premature obsolescence.
Critical Success Factors

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored. These factors are critical in setting expectations between the Client and Tyler, identifying and monitoring project risks, and promoting strong project communication.

Knowledge Transfer - While Tyler cannot guarantee specific expertise for Client staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the Client. It is critical that Client personnel participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization. After completion of the production phase, the Client will be responsible for administering the configuration and introduction of new processes in the Tyler system.

Dedicated Client Participation – Tyler fully understands that Client staff members have daily responsibilities that shall compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the Client understands and acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler shall communicate any insufficient participation of Client and Tyler resources, as well as the corresponding impact(s), through Project Status Reports.

Acknowledgement Process – Acknowledgment must be based on criteria. The objectives and tasks of each stage of a project provide the basic criteria by which to judge acceptance of a stage is to be granted. Within each stage additional criteria will be developed by team members on which to judge future stages. For example, User Acceptance Testing will be based on criteria developed in earlier stages.

As resources are consumed, Tyler shall provide the Client with a Work Acknowledgement Form (see the (Sample) Work Acknowledgement Form attached to this SOW) to formalize receipt. The Work Acknowledgement Form is subsequently signed by the appropriate Client stakeholder(s), and faxed or emailed to Tyler. Timely and honest acceptance is required to maintain project momentum. Failure to properly establish acceptance criteria or failure to accept a properly completed stage will cause delays in the project.

In an effort to ensure quality and complete satisfaction with each stage of the project, Tyler’s professional services division has established the following rule: A Signed Work Acknowledgement Form (see the sample attached herein) is required upon completion and Client-acknowledgement of the resources consumed on the project. Stage signoff is also required before proceeding to the next stage in the process.

Managing Project Scope - In an effort to implement the project on time and within budget, both Tyler and Client agree to limit the software and professional services to only those items identified in this Statement of Work. Expanded scope results in additional costs.

Change orders or contract addendums for additional items outside the scope of the defined project requirements must be submitted in advance and signed by project stakeholders before work can be accomplished on those items. Likewise, reductions of the defined scope will also require a Change Order.
Future Amendments to Scope

Future changes in the project scope, beyond the capability of a Change Order, will assume the appropriate processes outlined in this Statement of Work and in the Agreement, unless future scope changes require a different or modified process. If no new Statement of Work is required, then new functionality and payment requirements are provided for in an amendment to the initial Agreement.

Project Management

Tyler performs ongoing project management services throughout the implementation in order to plan and monitor execution of the project. Project Management includes the following tasks:

- Project plan
- Project document management
- Issue log management and escalation
- Status reporting
- Change order management
- Resource management
- Executive project oversight via Executive Sponsor and Project Review Committee

By mutual agreement, some project management tasks are shared between the Tyler Project team and the Client Project Manager/Stakeholders.

Staffing

Every reasonable effort is made to maintain a consistent project team from Tyler for the duration of the project. Should the Client have concerns related to assigned resources, those concerns should be submitted to the Tyler Project Manager or Tyler Management Staff for review and consideration. Tyler will make staffing decisions based on appropriate skill set and other soft skills of resources deemed compatible to the success of the project.

Project Schedule

Upon execution of the contract, the parties will subsequently collaborate during the project planning and initiation stage to determine a start date for services to be rendered. Upon initiation of these services, Tyler shall work with Client to collaboratively define a baseline or preliminary project schedule/plan. Given the fact that project schedules are working documents that change over the course of the project, Tyler shall work closely with Client to update, monitor, agree, and communicate any required changes to the project schedule.

Development Tools

No special development tools are required for the Tyler software. Tyler source code is not accessible (unless through the requirements of an Escrow Agreement).
The configuration tools are built into the software, and the Client has full access. The Tyler implementation staff will use these same configuration tools to set up the system with the Client. The Client will receive training on the use of these tools.

Third party report writers (i.e. Crystal Reports) – Some clients may choose to use a third party report writer like Crystal Reports to create/modify their own reports. The Client is responsible for the procurement of a license of this third party report writer. Tyler does not provide training or assistance on the creation of such reports and recommends this function be reserved for System Administrator or designated staff who have the skills and necessary access, and who understand the application databases.

Documentation

Tyler-Provided Documentation

Over the course of the Stage implementation lifecycle, the Tyler project team will provide stage-specific documentation in a range of formats (both editable and non-editable). Examples include:

- Data Collection docs (MS Excel and/or MS Word) for configuration
- Training Documentation Templates (MS Word and MS PowerPoint)
- Release Notes for Service Packs (PDF)
- Other documentation as required for the specifics of the project.

Client-Provided Documentation

A definitive list of Client-provided documentation is not possible until all aspects of the implementation are determined, usually in the beginning stages of the project. Certainly, Client’s assistance in completing the Tyler-provided forms and requests for configuration information is essential to a successful project. The Tyler Project Manager will provide the Client with detail of the documentation necessary for each product to be successfully implemented. The list below is a sample of the types of documentation that is likely to be requested.

Documentation originated by the Client includes:

- Application Programming Interface documents (API’s) for any third-party software system to which the Tyler software will interface and exchange data.
- Legacy system data documentation and data in a format suitable for conversion into the Tyler System (please see section titled Data Conversion).
- Workflow documentation on the Client’s current business processes
- Copies of pertinent ordinances or other controlling authorities
- Fee Schedules
- Copies of existing forms and other documents presented to the public and expected to be derived from the Tyler Software.
SOW Attachments Listing

Statement of Work

Attachment A.  Work Acknowledgement Form

This form provides the means for the Client to accept work provided or provide reason for denial of a work.

Attachment B.  Change Order Form

Any change in the project must have a completed and approved Change Order.

Attachment C.  System Requirements

This document provides the recommended hardware/software requirements for the Tyler system. Performance using systems which do not meet these requirements may not have expected performance levels.

Attachment D.  Interfaces

This document provides a summary description of the purpose and function of the interface along with field specifications.

Attachment E.  Conversion

Provides a description of the conversion process and legacy data specifications for each application suite.
Attachment A. Work Acknowledgement Form

Village of Skokie, IL

Statement of Work

Thursday, May 12, 2016
Work Acknowledgment Form

Client:

Date:

Visit/Deliverable:

<table>
<thead>
<tr>
<th>Accomplishments</th>
<th>Performed By</th>
<th>Notes</th>
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☐ I am satisfied with the work performed for this stage, and/or deliverable.

☐ I am NOT satisfied with the work performed for this stage, and/or deliverable.

In an effort to ensure quality and complete satisfaction with each phase of the project Tyler Technologies’ Professional Services division has established the following rules:

1. Projects will not be allowed to move from one phase to another without a sign off indicating satisfaction with the work performed. The Tyler Technologies’ project team will immediately stop all other tasks, complete the phase at hand, and obtain sign off before moving to the next phase.

2. Customer understands that any payment not received within 30 days of invoice will result in work stoppage. All related project tasks will be stopped until payment is received.

Print Name: 

Signature: 

Date: 

(Please return signed copy to the Tyler Technologies project team)
Attachment B. Change Order Form

Village of Skokie, IL

Statement of Work

Thursday, May 12, 2016
Change Order Form

Client: __________________________  Date: __________

Generated By: ____________________

Authorized By: ____________________

Change Overview:


Narrative Description of Change:


Impact of Change:

Schedule Impact: Delay of milestone & sub-tasks on Tyler Technologies Implementation Project Plan including:

<table>
<thead>
<tr>
<th>Task</th>
<th>Proposed Date Changes</th>
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Cost Impact:

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Revision No.: ____________________________

No changes may be made to this project without the agreement of the Project Manager(s), and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technologies' Project Manager

<table>
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<tr>
<th>Date Approved</th>
<th>Comments</th>
<th>Approved By</th>
<th>Signature</th>
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Attachment C. System Requirements

Village of Skokie, IL

Statement of Work

Thursday, May 12, 2016
Hardware and Network Requirements

System Requirements

Tyler’s software is designed to operate on networks and operating systems that meet certain requirements. Systems that do not meet the required specifications may not provide reliable or adequate performance, and Tyler cannot guarantee acceptable results.

Site Assessment

Site assessments are an automated process. Each site is required to complete the automated process and submit results to their assigned project manager before any work can be completed on the project. While the automated process may be run prior to contract signature, the results submitted to Tyler must be dated after the Effective Date of the contract.

To complete your site assessment log in to http://check.tylertech.com.

Enter your email address and the password “Tyler”.

Select the product purchased to begin your system assessment. You will also be able to download PDF copies of hardware requirements from within the process. We strongly recommend that you download and keep a copy of the full hardware requirements as this document also covers recommended data backup procedures.

The link above is a generic login and password. During implementation, your project manager will provide you with a unique site and password to test your site and log results.
Attachment D. Interfaces

Village of Skokie, IL

Statement of Work

Thursday, May 12, 2016
Citation Import – XML

This Interface Control Document (ICD) describes the interface between INCODE 10 Court and any third party vendor and will adhere to Tyler XML format specifications. If a different XML layout is required, then the requirement definition will need to go through discovery and approved by Tyler Technologies.

<table>
<thead>
<tr>
<th>Interface</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Core Products and Version:</td>
<td>INCODE 10 Court 2012.1 and up.</td>
</tr>
<tr>
<td>Short Description:</td>
<td>Provides a standard method of importing citations from any third party vendor.</td>
</tr>
<tr>
<td>Long Description:</td>
<td>This interface provides a process to import citations in bulk from any third party vendor using an XML file layout of citations from the vendor to INCODE 10 Court. The process eliminates data entry of citations by the Court. The Court will set up the Citation Import Process and consume the designated citation import file through a process that can be run by the Court as often as necessary. This file layout can also be used to import images of the Citation if you have TCM) or photos of the defendant. This requires the Vendor to send the additional images along with the Citation Import file as well as reference those images in the file. See XSD for details. (&lt;Image&gt; &amp; &lt;violator_photo&gt; elements available)</td>
</tr>
<tr>
<td>Tyler System(s) involved and Version(s):</td>
<td>Citation Import Process</td>
</tr>
<tr>
<td></td>
<td>Standard XML Input</td>
</tr>
<tr>
<td>Setup Needed:</td>
<td>Citation Import Interface must be licensed</td>
</tr>
<tr>
<td></td>
<td>Citation Import source needs to be setup</td>
</tr>
<tr>
<td></td>
<td>Citation Import Process need to be setup</td>
</tr>
<tr>
<td>Third Party Products:</td>
<td>If using AUTOCITE/APS:</td>
</tr>
<tr>
<td></td>
<td>Client may also want to purchase “Quick Batch” from AUTOCITE/APS, otherwise citations will be provided by AUTOCITE one per file, creating the need for a clerk to select individual citation files one at a time for import.</td>
</tr>
<tr>
<td>Information Exchanged:</td>
<td>Defendant, Citation and Vehicle data associated with citations issued by officers/agencies as designated by the City.</td>
</tr>
<tr>
<td>Data Format(s):</td>
<td>XML</td>
</tr>
<tr>
<td>External System Interface:</td>
<td>Shared / Mutually Accessible File Location</td>
</tr>
<tr>
<td>No. Data Elements:</td>
<td>158 data fields</td>
</tr>
<tr>
<td>Data Flow:</td>
<td>Vendor creates the XML file to specifications and places it in a network location accessible by the Court. The Court selects the file to process through the Citation Import process in INCODE 10 Court.</td>
</tr>
<tr>
<td>Data Exchange Frequency:</td>
<td>Frequency based upon Court processes.</td>
</tr>
<tr>
<td>Data Exchange Frequency Details:</td>
<td>The Import Source is configured once. The Court can create as many Citation import packets as needed and run the process as often as they want.</td>
</tr>
</tbody>
</table>
Platform: .Net

Other Technical Specifications:
- Citation Import XSD Schema attached
- Citation Import XML Sample File attached

Tyler Responsibilities:
- Tyler will install, license and configure the Citation Import Process and the Citation Import Source with the client.
- Tyler will work with the client to import files successfully or provide explanations of any issues with the file if it does not.

Client and Third-Party Responsibilities:
- The Court is responsible for providing the file specifications to the sending vendor.
- The sending vendor is responsible for providing a file matching these specifications for all Citations the Court should import.
- The Court and/or sending vendor is responsible for all Offense Mapping and Officer Mapping within INCODE 10 as well as coordinating the use of other system codes with the vendor, colors, vehicle makes & models, etc.

Please see the XSD for all technical details on the XML elements provided:

```
AutoImport-VX.xsd
```

Sample Citation Import XML

```
<?xml version="1.0" encoding="utf-8"?>

<citation_import>

<import_from>Vendor</import_from>

<version>1.0</version>

<citation>

<citation_number>12307654</citation_number>

<citation_datetime>2014-04-09T13:06:00</citation_datetime>

<citation_type>R</citation_type>

<citation_court_datetime>2014-04-09T13:06:00</citation_court_datetime>

<citation_pd_case_no/>

<citation_district/>

<citation_county>BI</citation_county>
```
<violation>
  <violation_first_name>VICTORIA</violation_first_name>
  <violation_middle_name/>
  <violation_last_name>JACKSON</violation_last_name>
  <violation_suffix/>
  <violation_birthdate>1984-02-21</violation_birthdate>
  <violation_race>W</violation_race>
  <violation_ethnic>H</violation_ethnic>
  <violation_gender>F</violation_gender>
  <violation_height>502</violation_height>
  <violation_weight>170</violation_weight>
  <violation_hair>ERO</violation_hair>
  <violation_eyes>BRO</violation_eyes>
  <violation_license_number>19873179</violation_license_number>
  <violation_license_state>TX</violation_license_state>
  <violation_license_exp_year>2015</violation_license_exp_year>
  <violation_license_type>C</violation_license_type>
  <violation_license_CDL>N</violation_license_CDL>
</violation>
<violator_arrested>N</violator_arrested>

<violator_address>

<violator_street_address>9206 W STERLING</violator_street_address>
<violator_address_city>PEARLAND</violator_address_city>
<violator_address_state>TX</violator_address_state>
<violator_address_zip>77584</violator_address_zip>
</violator_address>

<violator_phone>8327046430</violator_phone>

<violator_employer>

<employer_name>UNEMPLOYED</employer_name>
<employer_address_block/>
<employer_address_direction/>
<employer_address_street>9206 W STERLING</employer_address_street>
<employer_address_type/>
<employer_address_city>PEARLAND</employer_address_city>
<employer_address_state>TX</employer_address_state>
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<employer_phone>2816502529</employer_phone>
</violator_employer>
</violator>

<vehicle>

<vehicle_make>NISS</vehicle_make>
<vehicle_model>SENT</vehicle_model>
<vehicle_style>4 DOOR</vehicle_style>
<vehicle_year>2013</vehicle_year>
<vehicle_color>WHITE</vehicle_color>

<tyler>tyler</tyler>
<vehicle_color2 />

<vehicle_color3 />

<vehicle_tag_number>CKK5750</vehicle_tag_number>

<vehicle_tag_state>TX</vehicle_tag_state>

<vehicle_tag_year>2014</vehicle_tag_year>

<vehicle_vin>3NLAB7AP7DL765821</vehicle_vin>

<vehicle_commercial>N</vehicle_commercial>

<vehicle_expired_registration>082014</vehicle_expired_registration>

</vehicle>

<officer>

<officer_agency>PD</officer_agency>

<officer_badge>6567</officer_badge>

<officer_notes />

</officer>

<citation_special_flag>N</citation_special_flag>

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<citation_radar>Y</citation_radar>

<citation_accident>Y</citation_accident>

<citation_haz_mat>N</citation_haz_mat>

<citation_traffic_conditions />

<citation_weather />

<citation_light_conditions />

<citation_street_conditions />

<citation_search></citation_search>

<citation_signed>Y</citation_signed>
<violation>
  <violation_offense>3007</violation_offense>
  <violation_evidence>N</violation_evidence>
  <violation_school_zone>N</violation_school_zone>
  <violation_work_zone>N</violation_work_zone>
  <violation_travel_direction/>
</violation>
</citation>
</citation_import>
Conversion

Village of Skokie, IL

Statement of Work

Thursday, May 12, 2016
Court Conversion Summary

This document should be used as a summary of what is included in the standard conversion for the Tyler Technologies Court Product. This is a summary description; a complete description is available in the Tyler Technologies Court Data Conversion Specification document available upon request.

Client Responsibilities

- Provide data in Tyler's Standard Data Layouts or approved formats
- Provide data definitions
- Provide matching reports
- Provide screen shots
- Review conversion prior to training and go-live

Data Conversion

The standard Court conversion includes:

- Name Information (Defendant, Address, Physical Attributes, Identification Numbers, Phone Numbers)
- Vehicle Information (Tag Number, Make, Model, Style, Color, VIN)
- Officer Information (Officer Name, Badge Number, Rank, Email)
- Offense Code Information (Offense Code, Offense Description, Statute/Ordinance)
- Case Information (Citation Number, Case Officer, Violation Date, Violation Location, PD Case Number, Docket Number, Comments)
- Witness Information (Witness Type, Subpoena Date)
- Disposition Information (Case Status, Plea, Judge, Court Location, Conviction Date, Plea Date, Attorney)
- Conversion History Information (Read only format)
- Payment Information (Fines/Fees assessed, Fines/Fees Paid, Non-Cash payments, Receipt Number, Payment Date, Payment Amount)
- Warrant Information (Warrant Type, Issue Date, Served Date, Canceled/Recalled Date, Region Number, Status, Comments, Officer Assigned) – available only when associated with a citation
- Bond Information (Bond Type, Posted Date, Applied/Refunded/Forfeited Date, Bond Number, Posted By, Bond Amount, Status)
- Payment Plan Information (Initial Payment Amount, Payment Date, Next Payment Date, Next Payment Amount) - Tyler will need a copy of the Payment Plan data to determine if the data is clean enough to convert.

Not Converted

- Distribution of Fines/Fees

Additional Conversion Services
Occasionally there is a need for additional modules to be converted. These options are not included in the standard conversion but can be purchased at an additional cost depending on the level of data to be converted.

- Probation Information - When a defendant works with a Probation Officer within your court and is assigned more robust terms and conditions than a Diversion, Deferred, or Probation Traffic Case. The defendant may also require Drug Testing to be tracked in the system.
- Caseless/Orphaned Warrants - Warrants that are issued without a case being entered or filed with the Court. The officers will request a warrant to be issued on a Defendant based on an allegation.

Custom Conversion Services

Tyler is able to provide custom conversion services for clients who need services beyond what the standard conversion offers. An estimate can be provided for these services, and actual time and materials are billed. The following are a few examples of items that are not included in the standard conversion and can be addressed through custom conversion services:

- Converting records with counts lower than 250
- Cross referencing beyond Tyler Technologies’ defined code tables
- Additional User Defined Fields
- Running more than 3 standard conversions
- Data cleaning: including but not limited to name clean-up, parsing names/address and data fixes
- Converting from multiple sources of data
- Tyler Technologies assisting in data extraction from your existing system
- Tyler Technologies defining file layouts if not provided
- Changing configuration after sign-off
- Converting fields with counts less than 0.5% of valid data in the table unless the data is required by the state

Data Extract

The standard conversion includes converting from a single source of data. If data is stored in multiple databases or data is provided in multiple formats custom conversion services may be required.

If unable to provide the data in Tyler’s Standard Data Layouts your data will need to be provided in one of the following formats:

- Microsoft SQL Server database
- Microsoft Access database
- Delimited ASCII text files (pipe “|” delimited is preferred with qualifiers)
- Excel spreadsheets – with flat data, not grouped like a report

If unable to provide the data in one of these standard formats, there are several options.
Contract No. 2016-0332

- Work with existing vendor to extract your data into Tyler's Standard Data Layouts or one of the approved formats. While there may be a cost, this is often the least expensive and most reliable option.
- Contract with a third-party service to extract the data. This guide can be used to help the third-party service understand Tyler's requirements of the data format. Tyler can recommend vendors that have helped previous clients with this process.
- Request a work order for Tyler to investigate the source system and determine if the data can be extracted. Tyler can then provide an estimate and actual hours are billed. Tyler cannot guarantee they will be able to extract the data because some software's are password protected or stored in proprietary formats. Tyler will not reverse engineer or break into other vendor software.

It is important to understand that the conversion will not "rehabilitate" old data. The conversion process does not clean up or correct problems in old data; data is converted one for one. For example, if the current system allowed punctuation, the new software will also display data with the exact same punctuation after the conversion. If data manipulation is desired, please contact your Project Manager to assist in preparing a work order for these services.