

Attachment A

Tyler 2nd Amendment



SECOND AMENDMENT

This second amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the County of Santa Barbara, California ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated August 20, 2019 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

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

1. Renewal of Annual Services: Maintenance and support services for the Tyler Records Management software (formerly Eagle) is hereby extended for a five (5) year term commencing September 1, 2026, at the rates set forth in Exhibit 1 to this Amendment. Thereafter, the term will renew automatically for additional one (1) year terms, at then-current rates, unless terminated in writing by either party at least thirty (30) days prior to the end of then-current term.
2. Additional Products and Services. The items set forth in the sales quotation attached hereto Exhibit 2 are hereby added to the Agreement. Client's use of Tyler Payments is subject to the Payment Processing License and Services Agreement attached to this Amendment as Exhibit 3.
3. Payment Terms:
 - a. Tyler will invoice the Client for annual maintenance and support fees annually in advance of each September 1.
 - b. Transaction fees not paid by an end user at the time of the transaction are invoiced on a monthly basis.
 - c. Fees for Third Party Hardware are invoiced upon delivery.
 - d. Annual PCI service fees are invoiced on an annual basis commencing the first day of the first month following hardware delivery.
4. Maintenance and Support Agreement: Schedule 1 of Exhibit C to the Agreement is hereby replaced with the Schedule 1 of Exhibit C attached to this Amendment.
5. The total amount paid by the Client pursuant to this Amendment shall not exceed \$425,000 for the time period in Exhibit 1, which amount includes services and products described in this Amendment, and future additional services, expenses and products requested by Client pursuant to the Agreement, so long as those Client requested future services, expenses, and

products do not exceed \$425,000.

6. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement, including the termination provisions set forth in Section G(1) of the Agreement.
7. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Agreement to be effective on the Amendment Effective Date.

COUNTY OF SANTA BARBARA
COUNTY BOARD OF SUPERVISORS

By: _____
BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: Anne Kierson
Deputy County Counsel

APPROVED AS TO FORM:
RISK MANAGEMENT

By: Marisa Kalen
Risk Management

CONTRACTOR:
TYLER TECHNOLOGIES, INC.

By: Rachel Mehlsak
RACHEL MEHLSAK
SENIOR CORPORATE ATTORNEY

Date: 6/30/2026 | 7:38 PM CDT

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

By: C. Schaffer
Deputy

RECOMMENDED FOR APPROVAL:
JOSEPH E. HOLLAND
CLERK-RECORDER-ASSESSOR

By: Joseph E. Holland
Clerk, Recorder, and Assessor



**Exhibit 1
Renewal Pricing**

Annual Maintenance and Support				
9/1/26 - 8/31/27	9/1/27 - 8/31/28	9/1/28 - 8/31/29	9/1/29 - 8/31/30	9/1/30 - 8/31/31
\$70,421.41	\$73,942.48	\$77,639.61	\$81,521.59	\$85,597.66

The pricing above includes annual services for the following:

- Public Seat License (Qty: 11)
- Self Service Suite
- Full Seat License (Qty: 25)
- PDF Viewer - License Fee
- eRecording
- eCommerce
- API Document Web Service
- Recorder Suite
- eMarriage
- Intelligent Redaction
- Government to Government
- Basic Network Support

Exhibit 2

Additional Products and Services



Quoted By:	Erin Walker
Quote Expiration:	7/25/26
Quote Name:	Santa Barbara County, CA - Move to Tyler Payments, FiServ - Add Vitals Access, eCertify and Filings Access

Sales Quotation For:

Santa Barbara County
 PO Box 159
 Santa Barbara, CA 93102-0159
 Phone: +1 (805) 568-2251

Transaction Fees

Description	Transaction Fees
Vitals Access - transaction per unique record request	\$ 5
eCertification - transaction per document requested	\$ 3
Filing Access - transaction per document/record submitted	\$ 3
ID.Me - Identity Verification	\$ 5

Professional Services

Description	Extended Price	Maintenance
Records Management		
Filing Access Service		
Vitals Access Service		
eCertification Service		
Move from Bridgepay to Tyler Payments		
<i>Total Hours</i>	112	
<i>Sub-Total</i>	\$ 16,800	\$ 0
<i>Less Discount</i>	\$ 9,000	\$ 0
TOTAL	\$ 7,800	\$ 0

Payments

List Price	Service %	Min	Basis Points	Rate	Cap	POS	On-line	IVR
Payments - Payer Card Cost - Service Fees								

Enterprise Records Management Payments			
Cashiering	3.50%	\$ 1.50	X
Filings Access	3.50%		X
Records Public Access	3.50%	\$ 1.50	X
Vitals Access	3.50%		X
Payments - Other Fees			
Payer eCheck Cost		\$ 1.95	
Credit Card Chargebacks		\$ 15.00	
eCheck Rejects		\$ 5.00	

Payer Card Cost Per card transaction with Visa, MasterCard, Discover, and American Express.
eCheck Rejects When an eCheck transaction comes back as declined (e.g. bounced check)
Payer eCheck Cost Per electronic check transaction.
Credit Card Chargebacks If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)
Payments Your use of Payments and any related items included on this order is subject to the Payment Processing License and Services Agreement attached as Exhibit 3.

Third-Party Hardware, Software and Services

Description	Quantity	Total Price	Total Maint.
Tyler One			
Payments Annual PCI Fee	12		\$ 2,160
Records Management			
SSL Certificate	3	\$ 891	\$ 0
Recording & Tax			
Payments EMV Terminal Purchase	12	\$ 6,348	\$ 0
	TOTAL	7,239	\$ 2,160

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 7,800	\$ 0
Total Third-Party Hardware, Software, Services	\$ 7,239	\$ 2,160
Summary Total	\$ 15,039	\$ 2,160
Contract Total	\$ 17,199	

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

Exhibit 3

Payment Processing License and Services Agreement

This Payment Processing License and Services Agreement (this “Processing Agreement”) is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation or its affiliate identified in an agreement or Order Form (“Tyler”) and governmental entity (the “Client”). For purposes of this Processing Agreement, references to “Tyler” shall include NIC Services, LLC, its affiliate that provides various payment facilitation services described below.

1. ACKNOWLEDGEMENTS

- a. Purpose. By executing an agreement, order form or sales quotation incorporating this Processing Agreement (the “Order Form”), Client is contracting to obtain payment processing services utilizing Tyler’s software-as-a-service solution (the “services”) on Client’s behalf as more fully described below. With respect to the services provided under this Processing Agreement, in the event of a conflict between the terms of this Processing Agreement and the Order Form or any other agreement under which the Order Form is entered, the terms of this Processing Agreement will control.
- b. Scope of Services. To the extent elected in the Order Form:
 - i. Tyler will provide Client with credit card payment processing services for any credit or debit card with the Visa™, Discover™, MasterCard™ or American Express™ logo. Other branded cards may be considered by written mutual consent of both Parties. However, Tyler reserves the right to make Fee changes in order to process other cards.
 - ii. Tyler will provide Client with eCheck/ACH payment processing services for any eligible account as a turn-key solution or by presenting ACH transactions in a NACHA Standard file submission to Clients Originating Depository Financial Institution (ODFI) as agreed to in Order Form
 - iii. Tyler will enable processing through Digital Wallets and Third Party Channels as they become supported by Tyler. Additional terms may apply.

2. FLOW OF FUNDS AND MERCHANT AGREEMENT

- a. Flow of Funds. Tyler will process credit and debit transactions through its Processor. Tyler will process online and point of sale Credit/Debit Card and eCheck/ACH payments as a single transaction consisting of any principal

fees, as well as any transaction fees due to Tyler as agreed to in Order Form. As directed by Client, Tyler will submit files to either the merchant services provider or ACH processing bank as appropriate. All funds collected will settle to a Tyler account and then the principal funds will be disbursed to Client as specified during service setup. Applicable Service Fees, eCheck/ACH fees or other fees will be charged to End User by Tyler and retained in a Tyler account, unless otherwise set forth in an Order Form. Any Cost Plus Fees, absorbed fees or other fees will be invoiced to Client by Tyler.

- b. Merchant Agreement. Tyler utilizes a third-party payment processor (a “Processor”), Sponsor Banks, and other third party providers to facilitate services hereunder, and Client hereby consents to the use of such parties to provide such services. In some cases, Processor, Sponsor Bank or the organizations that operate Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the “Associations”) require that Client (i) enter into a direct contractual relationship with Processor, Sponsor Bank and/or Tyler in the form approved by Processor (the “Merchant Agreement”), and (ii) comply with Association Rules as they pertain to applicable Card Transactions that Client submits through Tyler. The Merchant Agreement is in addition to this Processing Agreement. Accordingly, before Client can begin receiving payment processing services, Client will execute the applicable Merchant Agreement. By executing a Merchant Agreement, Client is fulfilling the applicable contractual or Association Rules. Client agrees to comply with Association Rules as they pertain to Transactions Client submits for processing through the Tyler service.
- c. Receipt of Funds. Tyler will act as agent of Client for the purpose of collection of funds, and the funds become the property of Client immediately upon receipt by Tyler. Accordingly, the End User’s obligations shall be deemed satisfied upon receipt of funds by Tyler.

3. SETTLEMENT, CHARGEBACKS, REFUNDS AND RETURNS

- a. Settlement. Transactions shall be settled according to the terms of the Merchant Agreement using the account(s) which are designated by Client. Unless otherwise set forth in an Order Form, funds will settle within three banking business days.

- b. Chargebacks. In the event of a chargeback, Tyler will “net” all chargeback amounts and fees from future disbursements. Should Client or Tyler resolve the Chargeback in the Client’s favor, the amount will be recredited to Client. In the event that chargeback is upheld, it is the responsibility of the Client (rather than Tyler) to pursue the collection on the chargeback amount from the End User. If sufficient funds are not available to net through future disbursements, Tyler will invoice Client for such amounts.
- c. Retrieval Requests. Client is required by the Associations to store original documentation, such as receipts, and to timely respond to Retrieval Requests, of each Transaction for at least six months from the date of the respective Transaction, and to retain copies of all such data for at least 18 months from the date of the respective Transaction.
- d. Refunds. Unless otherwise set forth in an Order Form, Client may issue refunds to End Users at Client’s discretion. Tyler will net all refunded amounts from future disbursements. If sufficient funds are not available to net through future disbursements, Client will, within three banking business days, reimburse Tyler for such amounts unless otherwise provided in the Order Form.
- e. eCheck/ACH Returns. Tyler will net all returned amounts and fees from future disbursements if sufficient funds are available through future disbursement within the same week. Otherwise, Client must promptly reimburse Tyler for such amounts. It is the Client’s responsibility (rather than Tyler’s) to pursue collection on all ACH returns.

4. FEES AND INVOICING

- a. Order Form. Client agrees to pay Tyler, or agrees Tyler may charge End Users, the fees set forth in the Order Form for services provided by Tyler pursuant to this Processing Agreement. If Cost Plus Fees (as defined in Section 15) are designated, Client shall also pay Tyler all Credit and Debit Card Banking and Merchant Fees. If Service Fees (as defined in Section 15) are designated, Tyler shall be authorized to charge such amounts to the Cardholder. In addition, Tyler shall be authorized to charge eCheck/ACH fees and other fees specified in an Order Form to the End User, unless otherwise set forth in the Order Form. The Order Form may also include fees for Payment Service Devices or other Equipment that Client has elected to purchase or rent. Fees for purchase will be invoiced upon shipment and Fees for rental will be

invoiced annually in advance. The terms and conditions of such purchase or rental are set forth on Exhibit A attached hereto and incorporated herein.

- b. Payment Timing. All fees due hereunder will either be retained as described above or are due within 30 days of invoice.
- c. Absorbed Payments. The Client may elect to pay for all fees related to any Transaction rather than charging End User, as specified in an Order Form.
- d. Adjustments to Pricing. By giving written notice to Client, Tyler may change Client's fees, charges and discounts resulting from (i) changes in Association fees (such as interchange, assessments and other charges); (ii) changes in pricing by any Processor or third party provider of a product or service used by Client; or (iii) other market adjustments. In addition, Tyler may update pricing for rental of Equipment by giving written notice to Client at the end of any initial rental term or when such Equipment is upgraded to a newer model or replaced in accordance with the pricing set forth on Tyler's then-current Order Form.

5. LICENSE GRANT AND OBLIGATIONS

- a. License Grant. Tyler hereby grants Client a non-exclusive, revocable license to use the Payments software, portal or services identified in an Order Form, and related Intellectual Property (the "Payments IP"), for its internal business purposes for the term of the Processing Agreement. Tyler alone (and its licensors, where applicable) owns all right, title, and interest, in and to the Payments IP, or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or any other party relating to the services. All rights in the Payments IP not expressly granted to Client are reserved by Tyler and its licensors. Client shall at all times be responsible for compliance with applicable law and Association Rules. Unless otherwise provided in a separate agreement between Tyler and Client, any intellectual property or machinery provided by Tyler, but not developed by Tyler, is being licensed or purchased by Client directly from the manufacturer or developer of such machinery or third-party intellectual property. Client acknowledges that the license granted herein is limited to Client's use exclusively and that Client does not have the right to sub-license any Payments IP or third-party intellectual property in either their original or modified form. Client agrees that it shall not reverse-engineer, disassemble or decompile the Payments IP. Client shall not give any third party, except

Client's employees, access to the Payments IP without Tyler's prior written consent.

b. Obligations.

- i. Security. Client is solely responsible for (i) maintaining the confidentiality of its user IDs and passwords and all activities that occur under Client's user IDs, (ii) providing and maintaining the hardware and software necessary to remotely access and use the services, (iii) using frequently updated, industry standard virus and malware protection software to prevent the introduction of viruses and other malware into the services from Client's network or hardware; and (iv) identifying and preventing any unauthorized access to, use of, or disclosure of the services or any content on the services by advising Tyler promptly, but in no event more than two business days after Client learns of such access, use or disclosure. In addition, Client agrees to access, and require End Users to access, the services in a secure manner in compliance with Tyler's reasonable standards established from time to time, which currently require, to the extent applicable, Client's use of web browsers utilizing encryption equal to or exceeding 256-bit TLS encryption.
- ii. PCI DSS Compliance. Each party understands and agrees to comply with PCI DSS and any amendments thereto. Client shall be responsible for compliance with PCI DSS version 4.0 and any more current versions, including, but not limited to, the relevant maintenance, inspection, scanning, remediation and training obligations set forth therein.
- iii. Client Connectivity and Support. If not expressly provided through the Order Form, Client will be responsible for providing or purchasing the online application that will communicate to the service and transfer to the service all relevant information necessary to process the payment successfully outside of this Processing Agreement. To the extent Client engages a third party to provide the application or services referenced in the previous sentence, Client is responsible for such third party's compliance with the terms and conditions set forth in this Processing Agreement, including, without limitation, the terms and conditions of this Section 5. Client will work diligently with Tyler to help test and implement the services in a timely manner. Client will

provide a phone number to display on Cardholders' credit card statements and provide customer service to End Users.

- iv. Payments Enterprise Portal and Hosted Checkout. Client is responsible for all non-Tyler software solutions that will be integrating to the Payments IP, including, without limitation, ensuring the security of such software solutions. Client will ensure that it, and all third parties providing solutions to integrate with the Payments IP, will comply with applicable Nacha and PCI DSS requirements, as may be amended from time to time, and keep the integration specifications confidential.”
- v. Prohibited Activity. End Users may not use the services in a manner that constitutes excessive or abusive usage, suspicious activity, or suspected or actual violation of applicable law, regulation or Association Rules. If any of these occur, Client agrees that Tyler may suspend access to the service and provide notice to the Client of the suspension.
- vi. ACH Transactions. Tyler will comply with the applicable Operating Rules and Guidelines of the National Automated Clearing House Association (Nacha Rules) and Tyler has an agreement with the Originating Depository Financial Institution (ODFI). Before originating any entry on behalf of the client, both Client and Tyler must acknowledge and agree to the following:
 - A. Client authorizes Tyler to act on its behalf when authorizing the ODFI to originate entries to end users' accounts.
 - B. Client and Tyler agree to be bound by the applicable Nacha Rules.
 - C. Client and Tyler agree not to originate entries that violate the laws of the United States.
 - D. Tyler agrees to process all entry types approved by the ODFI.
 - E. Tyler does not have any restrictions on Nested Third-Party Senders;
 - F. Tyler and Client agree that the ODFI to terminate or suspend the processing of ACH transactions for breach of the Nacha

Rules in a manner that permits the ODFI to comply with the Nacha Rules;

- G. Tyler and Client agree that the ODFI has a right to audit the compliance with the Origination Agreement and these Rules by the Third-Party Sender, any Nested Third Party Senders, and their respective Originators.

6. THIRD PARTY PROVIDERS

Tyler may, in its sole discretion, contract with alternate Sponsor Banks, Processors or other third party providers to provide services under this Processing Agreement. In such event, Client shall reasonably cooperate with Tyler, including the execution of new third party agreements; provided, however, that if the terms and conditions of the new third party agreements are substantially different than Client's existing Merchant Agreement, then Client shall have the right to terminate this Processing Agreement. Client may have access to the use of Google Payment Service, namely Google Pay, and any such use by Client is subject to agreement and compliance with the terms of service found at <https://payments.developers.google.com/terms/sellertos>. Client may have access to the use of Apple Payment Service, namely Apple Pay, and any such use by Client is subject to agreement and compliance with the terms of service found at [Apple Developer Program License Agreement](https://developer.apple.com/support/terms/apple-developer-program-license-agreement/) at <https://developer.apple.com/support/terms/apple-developer-program-license-agreement/>

7. CONFIDENTIAL AND PROPRIETARY INFORMATION

- a. Protection of Tyler Confidential and Proprietary Information. Client shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary Information, and Client shall not use, make, sell, disclose or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Processing Agreement, without Tyler's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Processing Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Client shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 7(a) and shall be responsible for breaches by such persons.

- b. Judicial Proceedings. If Client is required (by interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar legal order) to disclose any Tyler Confidential and Proprietary Information, Client shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Processing Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Client nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Client may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that Client uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information.
- c. Right to Client Data. Tyler acknowledges that as between the parties, Client controls the means and uses of data put into the services by Client or a Cardholder (“Client Data”); provided, however, that Client grants Tyler the right to use any and all Client Data: (i) to perform its obligations described in the Order Form, (ii) for back-up, testing or fraud monitoring purposes, (iii) to fulfill obligations under applicable law or legal order, and (iv) in blinded, de-identified or aggregated form for the purpose of data analysis and product and service improvement.

8. REPRESENTATIONS AND WARRANTIES

- a. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler’s ability to fulfill its obligations pursuant to or arising from this Processing Agreement.
- b. Compliance with Laws. Tyler and Client shall comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

- c. Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Processing Agreement.
- d. Equipment Manufacturer Warranties. Tyler will pass through to Client any applicable manufacturer warranties that apply to Equipment purchased by Client through this Processing Agreement.
- e. Disclaimer of Implied Warranties. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS PROCESSING AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TYLER HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY

TYLER AND ITS AFFILIATES' LIABILITY TO CLIENT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS PROCESSING AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL FEES PAID TO TYLER UNDER THIS PROCESSING AGREEMENT (NET OF ASSOCIATION INTERCHANGE, ASSESSMENTS AND FINES OR MERCHANT FEES AND CREDIT AND DEBIT CARD BANKING AND MERCHANT FEES) FOR THE SIX MONTHS PRIOR TO THE TIME THE LIABILITY AROSE.

WHILE BOTH PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR SERVICES TO WHICH THE UNIFORM COMMERCIAL CODE DOES NOT APPLY, IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS INCOME OR LOSS OF DATA ARISING OUT OF THIS PROCESSING AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

10. REIMBURSEMENT AND INTELLECTUAL PROPERTY

- a. Compliance with Law and Association Rules. Client shall reimburse and hold harmless Tyler from and against any claim, loss or action related to Client's violation of applicable law and/or Association Rules, including, without limitation, any election to apply custom fee structures or customer surcharges.
- b. Intellectual Property.

- i. Tyler and its affiliates retain all ownership and copyright interest in and to any and all intellectual property, computer programs, related documentation, technology, services, know-how and processes, developed by Tyler and its affiliates and provided in connection with this Processing Agreement (collectively, the “Intellectual Property”),
- ii. Notwithstanding any other provision of this Processing Agreement, if any claim is asserted, or action or proceeding brought against Client that alleges that all or any part of the Intellectual Property, in the form supplied, or modified by Tyler, or Client’s use thereof, infringes or misappropriates any United States intellectual property, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), Client, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold Client harmless against, any such claim or action with counsel of Tyler’s choice and at Tyler’s expense and shall indemnify Client against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Client shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Intellectual Property made by Client, or any third party pursuant to Client’s directions, or upon the unauthorized use of the Intellectual Property by Client.
- c. Remedies. If the Intellectual Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler’s sole discretion: (a) promptly replace the Intellectual Property with a compatible, functionally equivalent, non-infringing system; (b) promptly modify the Intellectual Property to make it non-infringing; (c) promptly procure the right of Client to use the Intellectual Property as intended; or (d) terminate this Processing Agreement. The remedies in this section are Client’s exclusive remedy with respect to the subject matter hereof.

11. TAXES

- a. Tax Exempt Status. If Client is a tax-exempt entity, Client agrees to provide Tyler with a tax-exempt certificate. Otherwise, Client shall calculate and pay all taxes, duties or charges of any kind (including withholding or value added taxes) imposed by any federal, state, or local governmental entity for the services provided under this Processing Agreement, excluding only taxes based solely on Tyler's net income.

12. TERM, SUSPENSION, AND TERMINATION

- a. Term. Unless otherwise provided in the Order Form, the term of this Processing Agreement (the "Term") shall commence on the Date on which Client signs the Order Form, and shall continue in effect for five years unless otherwise set forth on an Order Form; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Date on which Client signs the Order Form, the term shall automatically extend for additional one year terms unless either party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the Processing Agreement for Cause pursuant to Section 12(b).
- b. Termination for Cause. Either party may terminate this Processing Agreement for Cause, provided that such party follows the procedures set forth in this Section (b).
 - i. For purposes of this Section, "Cause" means either:
 - A. a material breach of this Processing Agreement, which has not been cured within ninety (90) days of the date such party receives written notice of such breach;
 - B. the failure by Client to timely pay when due any fees owed to Tyler pursuant to this Processing Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides notice of its intent to terminate for failure to pay; or
 - C. if Tyler becomes insolvent or bankrupt or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes

or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

- ii. No party may terminate this Processing Agreement under Section 12 b(i)(A) unless it cooperates in good faith with the alleged breaching party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 13 following such period.
 - iii. In the event either party terminates this Processing Agreement pursuant to this Section (b), each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination, all revocable licenses shall terminate.
- c. Survival. The following provisions shall survive after the Term of this Processing Agreement: 3; 4; 7; 9; 10; 11; 12(b)(iii); 13; and 14.

13. DISPUTE RESOLUTION

Any dispute arising out of, or relating to, this Processing Agreement that cannot be resolved within five (5) Business Days shall be referred to the individual reasonably designated by Client and Tyler's representative assigned to Client's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Client's Executive Director, Commissioner or other similar individual designated by Client and Tyler's applicable division President ("Executive Dispute Level"), at such time and location reasonably designated by the parties. Any negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Processing Agreement, the parties shall submit the matter to mediation prior to the commencement of any legal proceeding. The foregoing shall not apply to claims for equitable relief arising out of or related to Section 7.

14. MISCELLANEOUS

- a. Assignment. Neither party may assign this Processing Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party, which consent shall not be unreasonably withheld.

- b. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.
- c. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications to Tyler shall be in writing and shall be deemed to have been given if mailed, by certified or registered mail, postage prepaid, return receipt requested, to the addresses below. Notices to Client shall be deemed given when mailed or emailed to the Client at their respective address or email address set forth on the Order Form. Notices, requests, or communications to Client shall be deemed effective upon personal delivery or three (3) days following deposit in the mail. Notwithstanding the foregoing, notice shall be deemed delivered when provided in connection with billing or invoicing.

Notices to Tyler shall be sent to:

Tyler Technologies, Inc. ("LEGAL NOTICE")

7701 College Boulevard

Overland Park, Kansas 66210

Attention: Legal Department

Email: legal@tylertech.com

With a copy to: Tyler Technologies, Inc. ("LEGAL NOTICE")

1 Tyler Drive

Yarmouth, ME 04096

Attention: Chief Legal Officer

- d. Counterparts. This Processing Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- e. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein.
- f. Entire Agreement. This Processing Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, including an

agreement for other Tyler software or services with which Tyler Payments is included.

- g. Amendment. This Processing Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Processing Agreement shall be binding upon the parties despite any lack of consideration.
- h. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Processing Agreement shall remain valid and enforceable according to its terms.
- i. Relationship of Parties. Except as otherwise expressly set forth herein, the parties intend that the relationship between the parties created pursuant to or arising from this Processing Agreement is that of an independent contractor only.
- j. Governing Law. Any dispute arising out of or relating to this Processing Agreement, or the breach thereof shall be governed by the laws of the state of Client's domicile, without regard to application of choice of law rules or principles.
- k. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Processing Agreement. Client may, upon the written request, audit any and all records of Tyler relating to services provided herein. Client shall provide Tyler at least five business days' prior written notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to Client as a part of this Processing Agreement. Tyler shall make such books and records available to Client during normal business hours. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at Client's sole expense.
- l. No Third Party Beneficiaries. Nothing in this Processing Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.
- m. Contra Proferentem. The doctrine of contra proferentem shall not apply to this Processing Agreement. If an ambiguity exists in this Processing Agreement, or in a specific provision, neither the Processing Agreement nor

the provision shall be construed against the party who drafted the agreement or provision.

- n. Force Majeure. No party to this Processing Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, supply chain delays, epidemics and riot. Upon such delay or failure affecting one party, that party shall notify the other party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the party claiming excusable delay. Any performance times pursuant to or arising from this Processing Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.
- o. Equitable Relief. Each party covenants, represents, and warrants that any violation of this Processing Agreement by such party with respect to its respective obligations set forth in Section 7 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.
- p. Other Remedies. Tyler or its affiliates have the option to withhold, for the purposes of set off, any amounts due to Tyler related to this Processing Agreement from any funds that would otherwise be required to be remitted to Client under this Processing Agreement.
- q. Government Restricted Rights. The services and any related Intellectual Property are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable, and are commercial products, licensed on the open market at market prices, and were developed entirely at private expense and without the use of any government funds. Accordingly, if Client is an agency of the US Government or any contractor therefor, Client only receives those rights with respect to the services or any related Intellectual Property as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through

48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors. Any use modification, reproduction, release, performance, display, or disclosure of the services by any government shall be governed solely by the terms of this Processing Agreement and shall be prohibited except to the extent expressly permitted herein. Client shall not use the services to any other public sector, government or end user where such would affect Tyler's rights in the services or require any affirmative action to be taken by Tyler due to governmental mandates or flow down regulation.

15. CERTAIN DEFINITIONS

- a. Association means a group of Card issuer banks or debit networks that facilitates the use of payment cards accepted under this Processing Agreement for processing, including, without limitation, Visa,U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers.
- b. Association Rules means the bylaws, rules, and regulations, as they exist from time to time, of the Associations.
- c. Card or Payment Card means an account, or evidence of an account, authorized and established between a Cardholder and an Association, or representatives or members of an Association that Client accepts from Cardholders as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.
- d. Cardholder means the person to whom a Card is issued or who is otherwise entitled to use a Card.
- e. Chargeback means a reversal of a Card sale Client previously presented pursuant to Association Rules.
- f. Cost Plus Fees means fees designated on the Order Form as “Absorbed Model,” “Interchange Plus,” “Client Electronic Payment Costs,” or otherwise indicating “If absorbing the transaction costs”.

- g. Credit and Debit Card Banking and Merchant Fees means fees charged to Tyler or its affiliates to process Mastercard, VISA, Discover, American Express, PayPal, and Debit/ATM. These fees include, without limitation, third party transactions (transactions that are passed directly to third party services providers for processing and/or funding), chargebacks/reversals (transactions that are challenged or disputed by a cardholder or card issuing bank), adjustments (the amounts credited to, or deducted from, Client's account to resolve processing and billing discrepancies), and interchange and merchant fees typically categorized as other fees on the invoice (amount charged to authorize, process and settle card transactions, along with transaction-based and/or fixed amounts charged for specific card processing services).
- h. Digital Wallet means a system that stores End Users' payment information and passwords for payment methods. Digital Wallets may be provided by Tyler or third parties such as Apple Pay and Google Pay. Third party Digital Wallets are provided subject to the third party's applicable terms and conditions, which in the event of a conflict will take precedence over this Processing Agreement.
- i. End User means a person or business using the services to process payments to Client.
- j. Order Form means a document listing the pricing associated with this Processing Agreement.
- k. Processing Agreement means this Payment Processing License and Services Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Processing Agreement, all of which are incorporated by reference herein.
- l. Retrieval Request means a request for information by a Cardholder or Card issuer relating to a claim or complaint concerning a Card sale Client has made.
- m. Service Fees means fees designated on the Order Form as "Service Fees," "Convenience Fees," "Payer Electronic Payment Costs," or "If passing transaction costs to the payer".
- n. Sponsor Bank means an entity that is a member of the Associations.

- o. Third Party Channel means a third party payment offering made available to End Users through Tyler or the services, such as PayPal and CheckFree Pay. Third Party Channel services are provided subject to the third party's applicable terms and conditions, which in the event of a conflict will take precedence over this Processing Agreement.
- p. Transaction means the evidence and electronic record of a payment transaction representing payment by use of a Card or eCheck/ACH, or of a refund/return/credit to an End User.
- q. Tyler Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of Tyler's business, services or operations or those of any affiliate of Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or Client's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's or its affiliate's inventions, trade secrets, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, processes, analyses, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, integration details, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, other research and development information and data, technical or security information or architecture, and Intellectual Property. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Client in breach hereof; (b) becomes available to Client on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by Client prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Client independently of any disclosures made by Tyler.

Exhibit A

American Express Sponsored Merchant Terms (“SMT”)

- 1. Compliance.** If Merchant, also referred to herein as “Sponsored Merchant,” accepts American Express cards as a form of payment processed through Tyler’s electronic filing or electronic payment systems, Client agrees to do so in accordance with the terms and conditions of this SMT.
- 2. Merchant Operating Guide.** Merchant agrees to comply with the terms and conditions of the American Express Merchant Operating Guide found at: www.americanexpress.com/merchantopguide. Such terms and conditions shall include, without limitation, provisions relating to: (i) trademarks and brand requirements; (ii) applicable laws; (iii) binding arbitration; and (iv), website display requirements.
- 3. Re-directing Prohibited.** Merchant agrees it shall not process Transactions, or receive any payments, on behalf of (unless otherwise required by law) any other party.
- 4. American Express Liability.** SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THIS SMT.
- 5. Third-Party Beneficiaries.** Sponsored Merchant acknowledges and agrees that American Express has the right, but not the obligation, to the benefits of this SMT that will provide American Express the ability to enforce the terms of this SMT against the Sponsored Merchant. The Sponsored Merchant further acknowledges and agrees that it will not be deemed a beneficiary under any agreement between American Express and Tyler, and will not have the ability to make any claim or assert any right under such agreement between Tyler and American Express.
- 6. Definitions.** Except as defined herein or otherwise required by the context herein, all defined terms used herein have the meaning ascribed to such terms as set forth in the Agreement between Tyler and Merchant or the American Express Merchant Operating Guide.

Exhibit B

Payment Service Devices/Equipment – Rental and Purchase

This Exhibit B is incorporated into that certain Processing Agreement between Tyler and Client.

1. TERMS APPLICABLE TO BOTH PURCHASE AND RENTAL OF EQUIPMENT

- a. Generally. Tyler will provide PCI-compliant Payment Service Devices as elected by Client and described in the Order Form and related equipment for rent or purchase during the term of this Processing Agreement for the fees set forth in the Order Form. Payment Service Devices may also be referred to as Card Terminals in the Order Form.
- b. Shipping Timelines. Tyler shall ship newly requested Payment Service Devices, and/or and associated supplies, such as printers, cables, power supplies, mounting hardware or other equipment as identified in an Order Form (“Equipment”) to Clients within (a) 14 calendar days of the request or (b) 14 calendar days prior to payment service commencement/go-live, whichever is later. Tyler shall ship failure-related replacement Equipment to Clients within two (2) Business Days of a written request.
- c. Delivery and Acceptance. Tyler will ship the Equipment to the location designated by Client in the Order Form. If an address for delivery is not expressly designated in the Order Form, such Equipment will be delivered to Client’s address otherwise set forth in the Order Form. Client will be deemed to have accepted each piece of Equipment on the earlier of (i) when Client acknowledges receipt, and (ii) seven days after shipment of each such piece of Equipment, unless Tyler is notified earlier in writing by Client that the Equipment has not been received or is not functional.
- d. Rights and Restrictions. Tyler shall process payments received from Client’s Payment Service Devices provided by Tyler. Client acknowledges that the Payment Service Devices are embedded with proprietary encryption technology that will be injected by Tyler’s designee into the Payment Services Devices. Client agrees that all of Client’s over-the-counter transactions processed through a Tyler application will be required to use Payment Service Devices provided by Tyler. Client will maintain each Payment Service Device in its possession and will not permit any physical alteration or modification of any piece of Equipment. Each piece of Equipment will be used only in the ordinary course of Client’s business in connection with Tyler

applications. The Equipment is not being sold or rented to the Client for home or personal use. Client acknowledges that the Equipment rented or purchased through this Exhibit may not be compatible with another processor's systems. Client hereby grants Tyler a security interest in (i) all Equipment to secure payment of the purchase price, and (ii) all Equipment to secure payment of the monthly rental payments. Client authorizes Tyler to file financing statements with respect to the Equipment in accordance with the Uniform Commercial Code, signed by Tyler directly or as Client's attorney-in-fact.

- e. Change Notice. Tyler shall provide thirty (30) calendar days written notice for Equipment changes that affect Clients, which includes, without limitation, when Tyler will no longer support a Payment Service Device. Tyler will only be obligated to replace Equipment when a Payment Service Device is no longer capable of functioning or Tyler ends support of the specific make and model of the Equipment.

2. TERMS APPLICABLE ONLY TO EQUIPMENT PURCHASED

Tyler will sell to Client the Equipment identified in the Order Form, free and clear of all liens and encumbrances, except that any proprietary encryption technology included within the Payment Service Devices, or any other Tyler Intellectual Property, will be provided to you pursuant to the License set forth in Section 5 of the Processing Agreement. Maintenance and repair of Client-purchased Equipment is the responsibility of Client, unless Client has purchased Tyler's maintenance services for Payment Service Devices.

3. TERMS APPLICABLE ONLY TO EQUIPMENT RENTAL

- a. Tyler will rent to Client the Equipment identified in the Order Form, as set forth herein. The rental period will commence when the Equipment is deemed accepted. At the end of the rental term identified in an Order Form or when the Processing Agreement is terminated, Client will promptly return each piece of Equipment to Tyler at Client's cost, in the same condition as when received, ordinary wear and tear excepted, unless otherwise directed by Tyler. The rental period will terminate when Equipment is returned to Tyler at 840 West Long Lake Road, Detroit, Michigan 48098, Attention: Tyler Payments, or at an earlier date specified by Tyler in writing. The following information must be included within the shipping box: (i) Client name, complete address and phone number; (ii) name of person to contact if there are any questions; (iii) your Client account number; and (iv) serial number of

the Equipment. Client will retain proof of delivery documents and the applicable serial number. For any piece of Equipment that is not returned to Tyler in accordance with this paragraph, Client will pay Tyler the greater of \$250.00 or the fair market value of such piece of Equipment as if it were in the condition described herein.

- b. Client will not assign its rights or obligations under this Exhibit, or pledge, lend, create a security interest in, incur any liens or encumbrances on, or sublease the Equipment to any other person or entity without Tyler's prior written consent. Any such assignment, delegation, sublease, pledge, security interest or lien in the absence of consent shall be void.
- c. The provisions of this Exhibit will survive the termination or expiration of the Processing Agreement and continue until all rented Equipment is returned to Tyler or paid for.



Exhibit C Schedule 1 Support Call Process

Support Channels

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

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

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

Support Resources

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

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

Support Availability

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

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

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

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

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

Incident Handling

Incident Tracking

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

Incident Priority

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

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

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

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

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

Incident Escalation

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

Remote Support Tool

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