



State of Nebraska

Proposal to Manage & Administer the
Nebraska Online Information Portal

Solicitation # 122777 05

Tyler Proposal

October 23, 2025, 2:00 pm CT

Nebraska Interactive, LLC
(dba Tyler Nebraska)
a Tyler Technologies company

Tanner Hughes | General Manager
1135 M St., Suite 220, Lincoln, NE 68508
405-416-3033 | Tanner.Hughes@tylertech.com

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Tyler Nebraska
1135 M St., Suite 220,
Lincoln, NE 68508
402-471-7810
www.tylertech.com

Transmittal Letter

October 23rd, 2025

State of Nebraska
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Subject: Proposal to Manage & Administer the Nebraska Online Information Portal,
Solicitation # 122777 O5

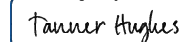
Ms. Rowlands,

Nebraska Interactive, LLC dba Tyler Nebraska respectfully submits for consideration this response to the State of Nebraska, State Purchasing Bureau, RFP # 112777 O5, to contract for the infrastructure and services needed to implement, operate, and expand the online information portal. As the state's original and current e-government provider, we feel strongly that our 30+ years of operating successfully in the state of Nebraska speaks volumes to the tremendous value we provide to Agencies and Citizens across our great state. We look forward to discussing our proposal to continue this partnership with you.

Digital Government is Tyler Technologies' only business and we are proud to focus on delivering cutting edge, innovative solutions that give citizens a simple and easy-to-navigate government journey. At the same time, we offer agencies intuitive and efficient systems to enable them to better serve their mission. Since 1995, it has been our privilege to partner with the state to envision and deliver award winning solutions focused on making government interactions excellent. We feel our local presence combined with the depth of more than 7,500 world-wide employees throughout Tyler positions us to best serve the unique and diverse needs of Nebraska state agencies.

The capabilities we bring today are the direct result of Tyler Technologies' acquisition of NIC in 2021—a partnership that combines deep government expertise with innovative, purpose-built technology. Tyler Technologies remains committed to delivering connected communities through solutions designed exclusively for government. With a nationwide footprint spanning cities, counties, federal, tribal, and state governments, Tyler's scale and experience have created new opportunities for Nebraska. Over the past contract cycle, this integration has unlocked measurable value across agencies by providing access to more than 120 full-stack SaaS solutions purpose-built for the public sector. Through Tyler Nebraska, agencies can now leverage proven, secure, and modern platforms to connect systems, streamline services, and deliver sustainable value for years to come.

Sincerely,

DocuSigned by:

EDB886CDA03D462

Tanner Hughes

General Manager

Nebraska Interactive, LLC dba Tyler Nebraska

List of Proprietary Information

Nebraska Interactive respectfully submits the following sections of its RFP response as proprietary for the following reasons:

- Tyler Nebraska's audited financial statements, due to the exception from public disclosure permitted by Neb. Rev. Stat. §84-712.05(3).

If the state has any additional questions concerning Tyler Nebraska categorization of the above information as proprietary, Tyler Nebraska would be pleased to discuss further.

1. Corporate Overview

a. Bidder Identification and Information

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

<i>Company or corporate name:</i>	Nebraska Interactive, LLC (d.b.a. Tyler Nebraska)
<i>HQ address:</i>	1135 M St., Suite 220 Lincoln, NE 68508
<i>Entity organization (corporation, partnership, proprietorship):</i>	Nebraska Interactive, LLC (d.b.a. Tyler Nebraska) is a Limited Liability Company and a subsidiary of Tyler Technologies, Inc.
<i>State incorporated or otherwise organized to do business:</i>	Nebraska
<i>Year bidder first organized to do business:</i>	2003
<i>Whether the name and form of organization has changed since first organized:</i>	<p>The form of organization has changed since its inception. The parent organization of Nebraska Interactive, Inc., National Information Consortium Inc. (known as NIC Inc.) was formed on December 18, 1997, for the sole purpose of combining under common ownership, five separate affiliated entities under which we conducted our business operations at that time. The five companies were National Information Consortium USA, Inc. (NICUSA, Inc.), Kansas Information Consortium, Inc., Indiana Interactive, Inc., Nebraska Interactive, Inc., and Arkansas Information Consortium, Inc. The business combination was consummated on March 31, 1998. On July 20, 1999, NIC completed its initial public offering.</p> <p>In the fourth quarter of 2003, NIC Inc. completed an internal reorganization and legal entity restructuring plan to simplify its corporate structure, standardize business development and contracting practices, increase internal operating efficiencies through reduced administrative costs and concentrate all companies under one subsidiary, NICUSA, Inc., a Kansas corporation. On December 17, 2003, as part of this restructuring, Nebraska Interactive, Inc. became Nebraska Interactive, LLC, a limited liability company (LLC) directly owned by NICUSA, Inc., which was in turn directly owned by NIC Inc.</p>

	In April of 2021, Tyler Technologies, Inc. (NYSE: TYL) completed the acquisition of NIC Inc.
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b. Financial Statements

b. FINANCIAL STATEMENTS

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

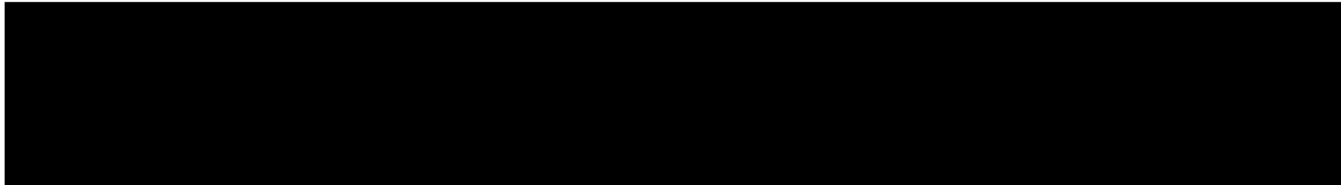
If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that solicitation evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

Financial Statements

Per the requirement of this RFP, Nebraska Interactive, LLC, has included its most recently audited financial statements (2023 and 2024) – audited by Ernst & Young LLP (EY) – that include the requested financial information and demonstrate that Nebraska Interactive has the financial strength and resources to deliver the scope of services detailed in this RFP. The audited financial information is preserved in the original format as provided by EY and is considered proprietary information, and therefore has been included in a separate file named “122777 05 Tyler Nebraska File 6 of 6 PROPRIETARY INFORMATION ” in accordance with the RFP requirements for submitting proprietary information.



Banking Reference

U.S. Bancorp
 Mr. Zach Femal
 Senior Vice President | Global Industrials and Services | Institutional Client Group
 13737 Noel Rd Suite 800
 Dallas, TX 75240
 cell. 469.623.2399
 zachary.femal@usbank.com

Judgments, Pending or Expected Litigation

Tyler Nebraska certifies that, to the best of its knowledge, there are no judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization.

c. Change of Ownership

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the solicitation response due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded bidder(s) will require notification to the State.

Tyler does not anticipate a change in ownership during the 12 months following this solicitation.

d. Office Location

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

Tyler Nebraska
1135 M St., Suite 220
Lincoln, NE 68508

e. Relationship with the State

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder's solicitation response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

Nebraska Interactive has been under contract with the state of Nebraska since February 6, 1995, serving as Network Manager for Nebrask@ Online. The first contract, Contract SCA - 0032, was executed with the Nebraska Library Commission on February 6, 1995. This contract was terminated by legislative action prior to its completion, and the opportunity was re-bid. Nebraska Interactive was the successful bidder and a second contract, Contract SCA - 0099, which was executed with the Nebraska State Records Board on December 3, 1997, with a term that extended through January 31, 2004. In anticipation of the conclusion of Contract SCA - 0099, the Nebraska State Records Board issued another RFP in 2003 and Nebraska Interactive was selected for award. The term of the resulting contract – NIC-5934 (O4) – was February 1, 2004, through February 3, 2007, with one, two-year renewal, and one, one-year renewal. Both renewal options were executed, and the contract remained in effect through January 31, 2010. In anticipation of the conclusion of Contract NIC-5934 (O4), the Nebraska State Records Board issued another RFP in 2009 and Nebraska Interactive was selected for award. The term of the resulting contract – 2784Z1 – was February 1, 2010 through February 3, 2014, with two, one-year renewals. Both one-year renewal options were executed and the contract remained in effect through January 31, 2016. In anticipation of the conclusion of Contract 2784Z1, the Nebraska State Records Board issued another RFP

in December 2014, and in June of 2015, Nebraska Interactive was selected for award. The term of the new contract began on April 1, 2016. The current contract, 84687 O4, was signed in 2019 and is set to expire March 31, 2026.

f. Bidder's Employee Relations to State

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's solicitation response is or was an employee of the State within the past twenty-four (24) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for solicitation response submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this solicitation. If no such relationship exists, so declare.

Neither Tyler Nebraska nor its subcontractor, Dogwood Media, have any employees who have been employees of the state within the past 24 months.

g. Contract Performance

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's solicitation response accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

Tyler Nebraska has never had a contract terminated for default – or any other reason – at any time in its history. Tyler Nebraska in some cases will utilize Dogwood Media to help develop websites for the states. The appropriate subcontractor information has been provided. In addition, Dogwood Media has provided that they too have not had any contracts terminated for default.

h. Summary of Bidder's Corporate Experience

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing the bidder's previous projects similar to this Solicitation in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the solicitation response.

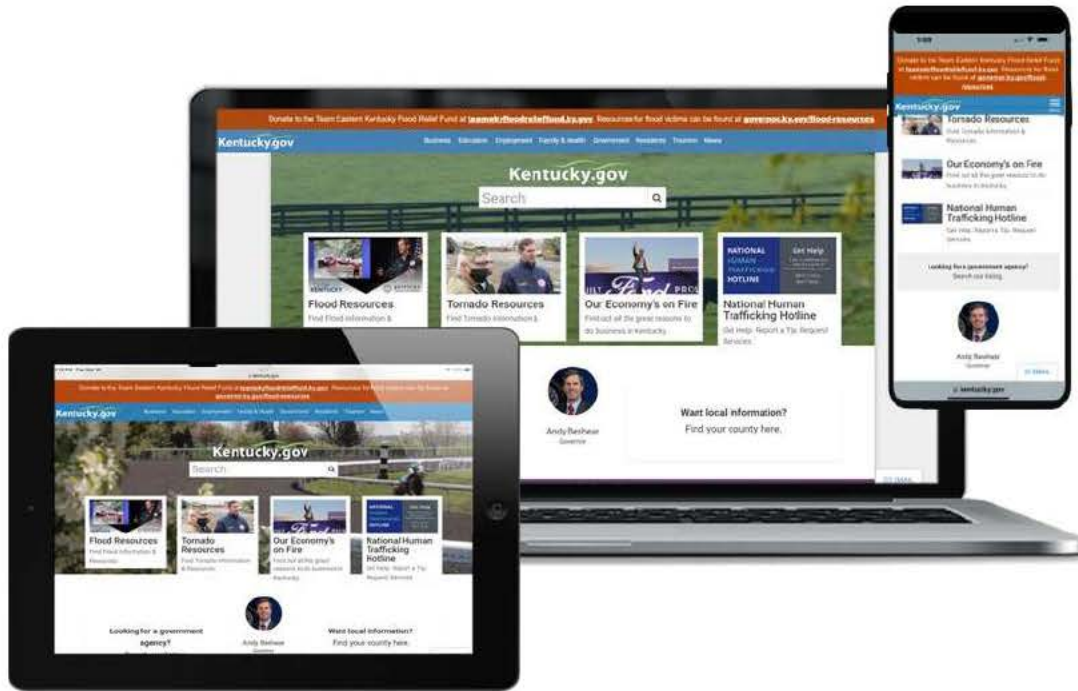
The bidder should address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder’s experience and this Solicitation. These descriptions should include:
 - a) The time period of the project,
 - b) The scheduled and actual completion dates,
 - c) The bidder’s responsibilities,
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime Vendor or as a subcontractor. If a bidder performed as the prime Vendor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

Reference #1: Commonwealth of Kentucky

a) The time period of the project	August 2003 – July 2026
b) The scheduled and actual completion dates	The original enterprise portal contract was from 2003 to 2009. Since that time, the Commonwealth has selected Tyler (previously NIC) through competitive bidding processes and contract extensions, up to the current date.
c) The bidder’s responsibilities	Prime. Network Manager of enterprise portal contract for the state.
d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address)	Jim Barnhart Chief Information Officer Commonwealth Office of Technology (COT) 502-229-8879 (cell) 502-564 1201 (main) N/A (fax) jim.barnhart@ky.gov
e) Project description	See below

Since the start of the Enterprise Digital Government Services contract in 2003, Tyler (formerly NIC) has provided application development, program management, consulting, enterprise payment services, hosting, and more. To date, more than 700 state and local government entities participate, and Tyler has provided more than 2,500 services that help constituents interact more efficiently with government. The Commonwealth program also leverages the Tyler Payment Platform, which fully replaced the legacy payment engine and, in 2024 alone, processed \$10.3 billion from 37.9 million transactions. Tyler has over 590 card swipe devices distributed to over 200 agencies and processed over 1.1 million POS payments in 2024.



Tyler provides a full suite of services, including enterprise CMS, customer service support, technology infrastructure hosting and management, Engagement Builder (low-code development tool), website and portal design, web-based application development, mobile application and mobile optimized website development, security, call center operation, project management, marketing, local government services, and the Tyler Payment Platform.

Kentucky SNAPSHOT

Recent highlights from the Kentucky–Tyler partnership include transformative projects such as:

- **Kentucky Electronic Lien and Titling** — This solution launched in 2024 and has drastically improved the Kentucky dealer titling & registration processing time from over 30 days to almost real-time.
- **Legal Mail Portal (LMP)** — The LMP provides the Department of Corrections an attorney correspondence labeling and tracking system. The LMP system ensures correspondence from attorney to clients are delivered unopened.
- **Jefferson County Over the Counter with IVR Payments** — This project provides Jefferson County a PCI compliant and secure payment processing solution which saves the agency over 1M per year. This solution includes Interactive Voice Response functionality which feeds a Call Center workflow processing queue.
- **REAL ID Payment Processing** — This payment processing solution integrates with the Transportation Cabinet’s REAL ID issuing system for credit card processing. This integration provides the Division of Driver Licensing a PCI compliant and secure payment processing solution.

Recent Recognition

An important measure of the success of the partnership with Tyler are the awards, recognition, and other honors garnered by the Commonwealth. The Kentucky digital government program has received numerous honors over the past years. In the past few years alone, Kentucky has been recognized by government and industry groups for excellence, and it has received the following honors and awards:

- 2023 Center for Digital Government’s Government Experience Awards, Project Experience Award — *The Kentucky Transportation Cabinet Website*
- 2023 AIVA Davey Awards, Silver — *Kentucky Board of Nursing Website*
- 2023 AIVA w3 Awards, Silver — *Education & Labor Cabinet Website*
- 2023 AMCP dotCOMM Award, Platinum — *Education & Labor Cabinet Website*
- 2021 Horizon Interactive Awards, Bronze — *Kentucky Finance and Administration Cabinet's Website*
- 2021 Horizon Interactive Awards, Gold — *Kentucky Fish and Wildlife Website*
- 2021 Horizon Interactive Awards, Bronze — *Kentucky COVID-19 Website*
- 2021 Horizon Interactive Awards, Silver — *Kentucky Secretary of State Website*
- 2021 Academy of Interactive and Visual Arts' (AIVA) w3, Silver — *The Kentucky Office of the Governor’s COVID-19 Information Website*
- 2021 Academy of Interactive and Visual Arts' (AIVA) w3, Silver — *The Kentucky Secretary of State’s Website*
- 2021 Academy of Interactive and Visual Arts' (AIVA) w3, Silver — *The Kentucky Department of Fish and Wildlife’s Website*
- 2021 Kentucky Association of Government Communicator’s Awards — *The Kentucky Courts of Justice’s (KCOJ) Website*

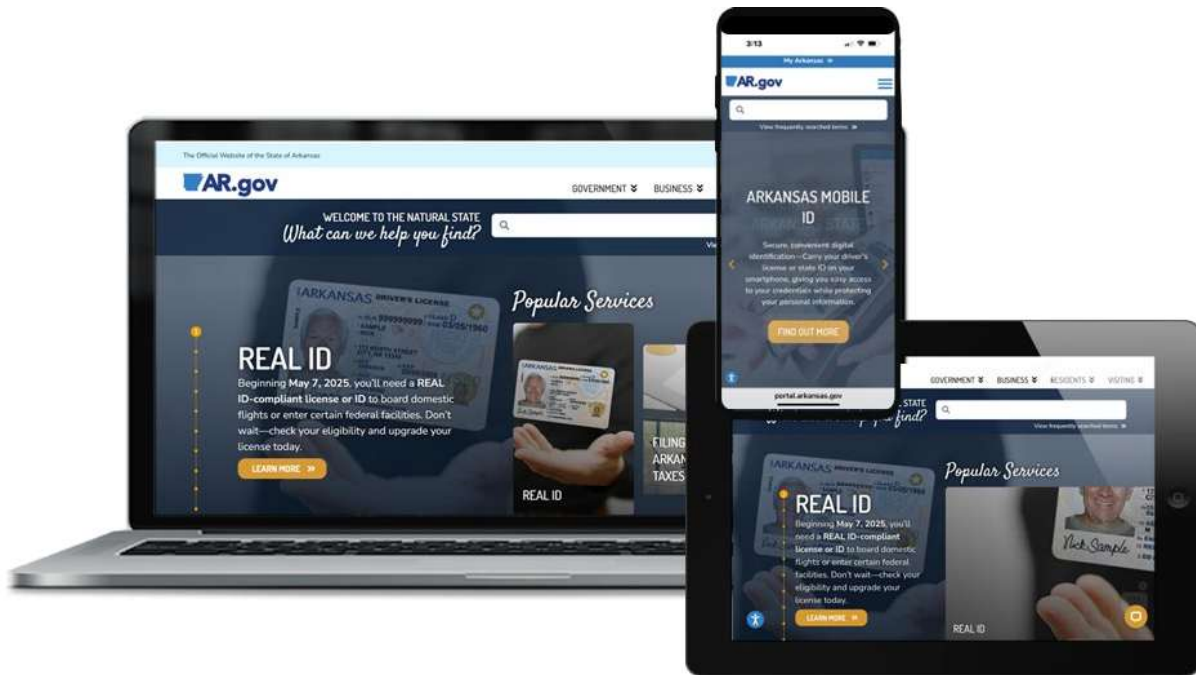
Reference #2: State of Arkansas

a) <i>The time period of the project</i>	1997 – 2026
b) <i>The scheduled and actual completion dates</i>	The original enterprise portal contract began in 2003. Since that time, the State has selected Tyler through competitive bidding processes and contract extensions, up to the current date.
c) <i>The bidder’s responsibilities</i>	Prime. Network Manager of Arkansas.gov enterprise portal contract for the state.
d) <i>For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address)</i>	Daryl Bassett Secretary of the Department of Labor Arkansas Department of Labor & Licensing 501-682-4500 (phone) N/A (fax) Daryl.bassett@arkansas.gov

Since first contracting with the state in 2003, Tyler (formerly NIC) has continued to provide ongoing management of the State’s official website, Arkansas.gov, as well as ongoing infrastructure refreshment and maintenance, end-to-end payment platform, customer service, marketing, and other services. Over the course of this 22-year partnership, Tyler has developed and currently supports 647 online services on behalf of 284 government partners across the state.

Tyler provides a broad variety of government services delivered via multiple funding options, including self-funded services, fixed-cost base services, and time-and-materials services. Tyler has extensive experience working with the agencies to develop services funded by the transaction costs, portal fees,

and premium services in addition to services provided at no cost to the customer or agency. In 2024, Tyler securely processed 8.2 million transactions totaling \$3.9 billion for the State.



In addition to comprehensive payment services, Tyler contracts with Arkansas to deliver the following program areas:

- Program Management (e.g., governance across the portal environment)
- Enterprise Web Content Management
- Web Technology Integration and Support
- Infrastructure Technology and Services Background
- Security for State Data: Credit Card and Personally Identifiable Information
- Web Design and Marketing
- Quality Assurance and Testing
- Application Management
- Payment Processing
- Project Management and Business Analysis

Arkansas SNAPSHOT

- Recent highlights from the Arkansas–Tyler partnership:
- **Arkansas Enterprise Licensing and Permitting (ELP):** Launched statewide in 2022, ELP has modernized licensing and permitting across 20+ agencies, processing over 400,000 applications annually, reducing average approval times by 60%, and saving an estimated \$2.3 million in staff hours.
 - **Augmented Field Operations for ADLL (Arkansas Department of Labor & Licensing):** Launched in 2025, AR selected Tyler’s Augmented Field Operations platform to unify inspection workflows across 11 agencies—using AI for scheduling, routing, and integration with licensing—which is expected to reduce travel costs, eliminate redundant data entry, and improve inspection throughput.
 - **ARSTAR Vehicle Services Modernization:** Launched statewide in 2019, ARSTAR has transformed how Arkansans renew vehicle registrations and order specialty plates, processing more than 2.5 million transactions annually, saving citizens an average of 20 minutes per visit, and generating over \$500 million in secure payments each year.

Recent Recognition (2023-25)

- Center for Digital Government’s Government Experience Awards (GovX) Overall State Experience – 3rd Place
- WebAwards Government Standard of Excellence for www.arkansas.gov, the official website of the State of Arkansas
- DotComm Awards Gold for www.arkansas.gov, the official website of the State of Arkansas
- WebAwards Government Standard of Excellence for dfa.arkansas.gov, the official website of the Arkansas Department of Finance and Administration
- DotComm Awards Platinum for dfa.arkansas.gov, the official website of the Arkansas Department of Finance and Administration
- Hermes Creative Awards Gold for healthy.arkansas.gov, the official website of the Arkansas Department of Health
- Horizon Interactive Awards Gold for www.arkansas.gov, the official website of the State of Arkansas

Reference #3: State of Alabama

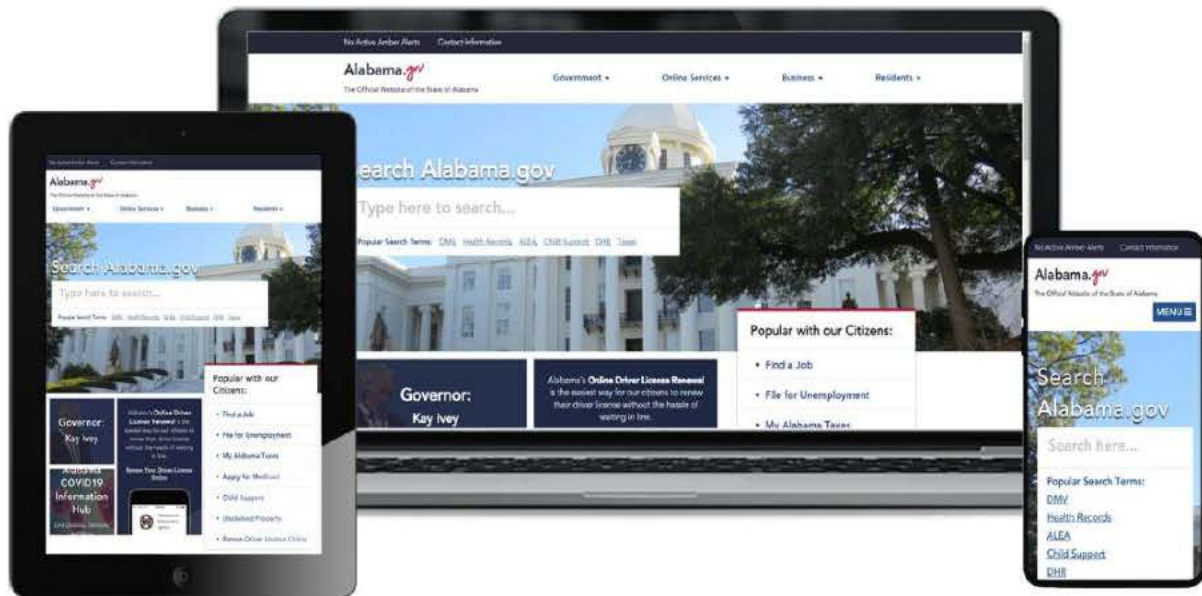
a) <i>The time period of the project</i>	September 2002 – September 2026 <i>With two optional one-year extensions remaining</i>
b) <i>The scheduled and actual completion dates</i>	The original enterprise portal contract began in 2002. Since that time, the State has selected Tyler through competitive bidding processes and contract extensions, up to the current date.
c) <i>The bidder’s responsibilities</i>	Prime. Network Manager of Alabama.gov enterprise portal contract for the state.
d) <i>For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address)</i>	Keith Cousins Business Agreements Manager Alabama Office of Information Technology 334-242-0258 (phone) N/A (fax) Keith.Cousins@oit.alabama.gov

e) *Project description*

See below

Since first contracting with the state in 2002, Tyler (formerly NIC) has continued to provide ongoing management of the State's official website, Alabama.gov, as well as ongoing infrastructure refreshment and maintenance, end-to-end payment platform, customer service, marketing, and other services. Over the course of this 23-year partnership, Tyler has developed and currently supports 431 online services on behalf of 73 state agencies, 67 county probates, and 741 localities (One Spot Tax Payments, Motor Fuel Single Point (MFSP) Localities).

Tyler provides a broad variety of government services delivered via multiple funding options, including self-funded services, fixed-cost base services, and variable cost services. Tyler has extensive experience working with the agencies to develop services funded by the transaction costs, portal fees, and premium services in addition to services provided at no cost to the customer or agency. In 2024 alone, Tyler securely processed 8.2 million transactions totaling \$3.9 billion for the State.



In addition to comprehensive payment services, Tyler contracts with Alabama to deliver the following program areas:

- Program Management (e.g., governance across the portal environment)
- Enterprise Web Content Management
- Web Technology Integration and Support
- Infrastructure Technology and Services Background
- Security for State Data: Credit Card and Personally Identifiable Information
- Web Design and Marketing
- Quality Assurance and Testing
- Application Management
- Payment Processing
- Project Management and Business Analysis

Alabama SNAPSHOT

Recent highlights from the Alabama–Tyler partnership:

- **Alabama Medical Cannabis Commission Licensing Solution:** When Alabama passed legislation to make medical cannabis legal, the Alabama Medical Cannabis Commission turned to Tyler to deploy the NIC Licensing Solution to manage all facets of medical cannabis related business licensing and credentialing.
- **Alabama Department of Veteran Affairs G.I. Dependent Scholarship Program:** In 2023, Tyler leveraged its Application Platform to modernize the Department of Veterans Affairs G.I. Dependent Scholarship Program. What was once a fully paper-based process for dependents and schools is now an online platform that enables dependents to easily apply for and manage their scholarship benefits, while also giving schools the ability to track and manage scholarship usage. This modernization has significantly improved efficiency for the Department, dependents, and schools alike.
- **Alabama Department of Revenue Tax Payment Processing:** The Alabama Department of Revenue sought to expand payment options for citizens by enabling online tax payments via credit card. To accomplish this, the Department partnered with Tyler to leverage its PCI-compliant payment integration. In the past 12 months alone, more than 43,000 citizens have used this new option, processing \$22 million in payments on behalf of the Department and greatly improving convenience and flexibility for taxpayers across Alabama.
- **Alabama Secretary of State Campaign Finance Reporting:** When the Alabama Secretary of State required a complete overhaul of its Campaign Finance Reporting system on a timeline of less than one year, they turned to Tyler as a trusted partner. Leveraging its Application Platform, Tyler rapidly modernized the system, which successfully launched in September 2025. The new platform streamlines reporting for candidates and committees while enhancing transparency for the public.

Recent Recognition (2023-2025)

- DotComm Gold Award for taxtribunal.alabama.gov, the official website of the Alabama Tax Tribunal
- WebAward of Excellence for the www.alabamaag.gov, the official website of the Office of the Attorney General
- Hermes Gold Award for www.aboc.alabama.gov, the official website of the Alabama Board of Cosmetology and Barbering
- Marcom Gold Award for www.OutdoorAlabama.com, the official website of the Alabama Department of Conservation and Natural Resources
- Marcom Honorable Mention for www.AlaPark.com, the official website of Alabama State Parks

ii. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as subcontractor projects.

Tyler Nebraska is working with Dogwood Media, a long-time subcontractor for Tyler Nebraska on portal website projects. Dogwood is an award-winning firm that specializes in digital marketing and creative website design that boost the online presence of Customers. Dogwood provides deep experience in content management, website design, search engine optimization, social media, digital advertising, graphic design and creative services, marketing, and public relations.

iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the bidders above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

Tyler Nebraska has not performed any work as a subcontract for any other entity and is not proposing any subcontractors.

i. Personnel Management Approach

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Solicitation. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface, and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Solicitation in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

As the state's network manager partner for 30 years, Tyler Nebraska is the most experienced service provider available to the state for this essential contract. Since our inception, we have consistently refined our processes and developed efficiencies to identify optimum staffing levels for the contract. As such, Tyler Nebraska will not need to adjust for unexpected work or resource loads in the start-up, alleviating the risk to the state of lapses in service that are likely through the transition to a new contractor.

Tyler is committed to managing this contract with local experts, and we will continue to recruit the brightest and most talented individuals from here in Nebraska to support the state's needs locally in Lincoln. We believe the management team and staff members directly responsible for implementing the vision of the portal should operate as closely to our agency partners as possible. Tyler Nebraska is located at 1135 M St., in close proximity to the state capital.

Per the requirements of the RFP, we present the requested staffing and resume information in the sections that follow.

Tyler Nebraska Proposed Team

Tyler Nebraska's locally based team represents the most experienced personnel available to support the state in accomplishing its digital government goals. If awarded a contract, our top priority is to provide continuity through dedicated personnel who are focused full-time on portal services for the state of Nebraska. Tyler Nebraska offers the state a team of experts who have worked side-by-side with state developers and agency project managers to provide complementary services that build upon the successful technical foundation already established by the state.

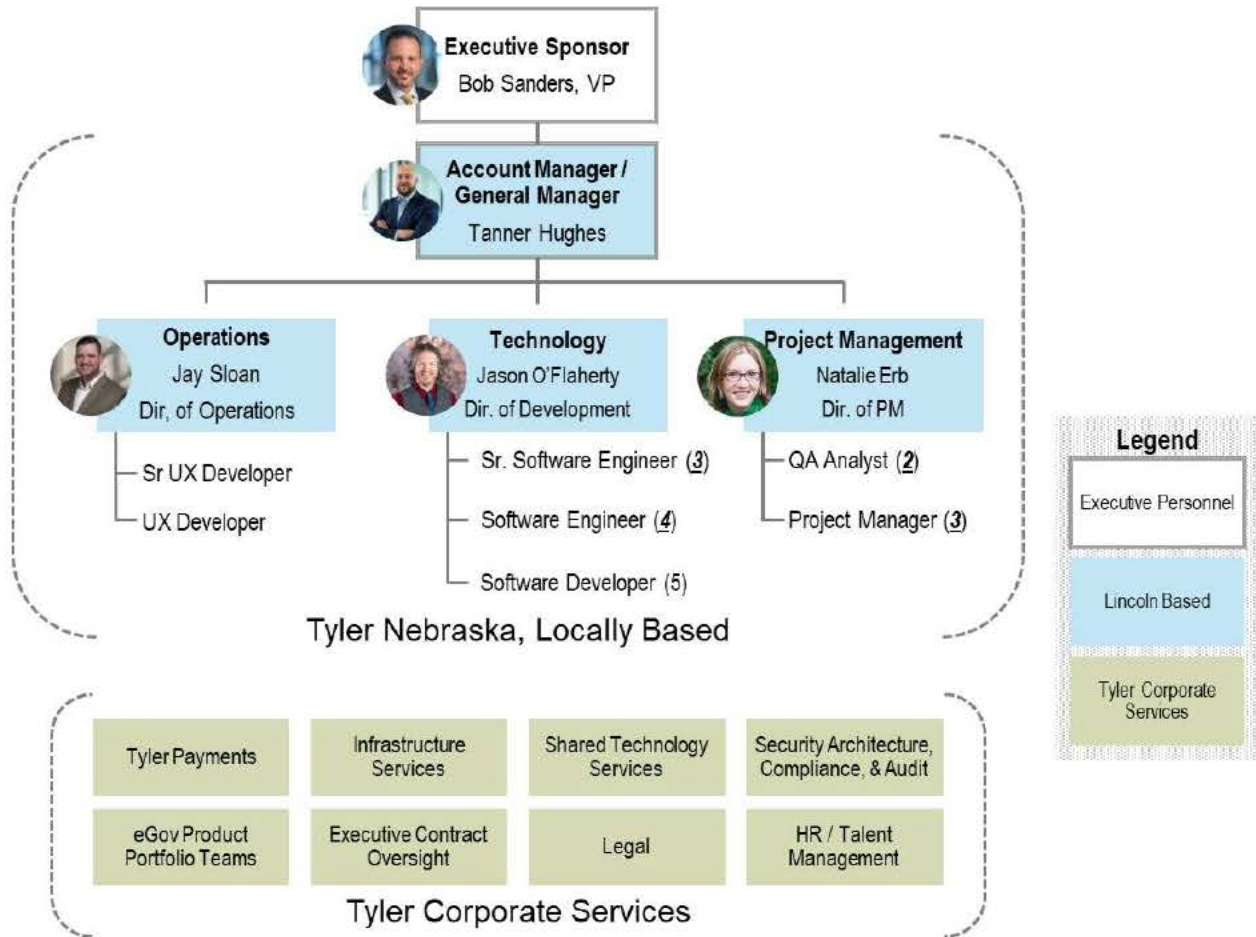
Name/Title	Interface & Support Functions	Reporting Relationships	Primary Work Assigned
Tanner Hughes General Manager	Works closely with NRSB, agency leadership, state government leaders. Maintains strong	Reports to Tyler Vice President of Operations, Bob Sanders.	Overall responsibility for the contract and senior-most leader in the dedicated team. Overall

1. Corporate Overview

Name/Title	Interface & Support Functions	Reporting Relationships	Primary Work Assigned
	relationship with Nebraska governance entities, existing partner agencies, and develops relationships with future partner agencies.	Mr. Hughes is the senior-most leader of the entire Nebraska Interactive team.	responsibility for marketing, project management, creative, customer service, and technology staff efforts. Responsible for agency and governance relationships, financial measurements, and reporting.
<p>Jay Sloan Director of Marketing & Operations</p>	Works with agency leadership to scope and develop work orders for applications by defining requirements, setting targets, and overseeing schedules. Manages reporting efforts to agency, NSRB and state customers. Oversees the business development efforts as well as customer and financial support.	<p>Reports to Tanner Hughes, Tyler Nebraska General Manager.</p> <p>The following functions report directly to Mr. Sloan: PM, creative services, marketing, customer support, and accounting.</p>	Provides leadership for marketing and sales operations of the online portal services. Develops strategic business / sales / marketing plans and completes yearly budgets. Oversees design and implementation of all new online digital government and e-Commerce applications. Provides oversight for PM and project delivery. Responsible for financial, administrative, and operational aspects of Tyler Nebraska.
<p>Jason O’Flaherty Director of Development</p>	Provides system architecture expertise to customer agencies and lends support to state to assist in critical technical decision making. Assists with technical decisions in agency work order development and analysis. Works with state to determine technology roadmap.	<p>Reports to Tanner Hughes, Tyler Nebraska General Manager.</p> <p>Mr. O’Flaherty is responsible for management of the following functions: application development, technical customer support, security, and infrastructure.</p>	Senior-most technical expert on the Tyler Nebraska team. Responsible for Tyler Nebraska technical resources and interaction with state agencies. Directs the technology staff efforts, including application development, network security, system maintenance, and compliance with standards and policies.
<p>Natalie Erb Director of Project Management</p>	Provides project management expertise and support to customer agencies of the	Reports to Tanner Hughes, Tyler Nebraska General Manager.	Oversees Tyler Nebraska project management functions, sets strategic direction, develops and

Name/Title	Interface & Support Functions	Reporting Relationships	Primary Work Assigned
	Nebraska.gov program. Oversees and reports on the entire portfolio of projects that comprise the Nebraska.gov program. Communicates with stakeholders on project status, risks, outcomes, and project priorities.	Ms. Erb is responsible for management of the following functions: oversight of all projects for the Nebraska.gov program.	supports project management methodologies and practices, and manages team of project managers.

Figure 1: Organization Chart



Resumes

Tanner Hughes

General Manager

Senior level IT and Operations professional with over 20 years of experience as a people leader with a tremendously diverse and hands-on technical background. Proven record of driving diverse and highly complex projects, increasing productivity and efficiency, delivering superior results, and reducing expenses. Hands on experience with a wide variety of technologies. Exceptional capacity to anticipate needs, manage change, identify new opportunities, and continually improve upon current practices.



Recent Experience

Tyler | General Manager (Nebraska) | 2023 - Present

- Senior-most executive leader for Tyler Nebraska, 100% dedicated to the State.
- Provides operational authority for marketing, technology, creative services, project and product management, and administration for Tyler Nebraska.
- Responsible for creating and maintaining the culture of the organization to foster transparency, cooperation, and collaboration with the State.
- Assists in development and ensures compliance with Nebraska and Tyler policies and standards.
- Leads and develops strategic planning for Tyler Nebraska and the Nebraska.gov portal.
- Acts as a liaison between Tyler, the State, and State of Nebraska agencies.
- Ensures profitability of Tyler Nebraska to sustain the Nebraska.gov portal.
- Oversees the effective completion of projects within schedule and budget.
- Coordinates with the assigned State staff.
- Identifies issues and oversee resolution.
- Oversees contract compliance.
- Coordinates and manages all necessary reporting to the State.

Tyler | Director of Technology (Oklahoma) | 2022 - 2023

- Architected IT infrastructure and systems that aligned with the State's eGovernment services vision.
- Developed and implemented policies and procedures in accordance with Tyler and state standards.
- Led the design, coding, and testing of software systems for the digital government services program.
- Managed the deployment, monitoring, maintenance, upgrade, and support of all IT systems including hardware and software.
- Approved and oversaw products and product portfolio, while ensuring that the program's roadmap tightly aligned with the State's objectives.
- Managed Tyler Nebraska technical team in development and support of the State's digital government program.

Oklahoma Office of Management & Enterprise Services (OMES) | Chief Technology Officer, Oklahoma Department of Public Safety | 2021 - 2022

- Set technical vision and roadmap for DPS.
- Single point of escalation for all IT related items at DPS, including IT strategy, budget, resources, and issue resolution.
- Kept up to date on current OMES offerings to connect agency with viable IT solutions.

- Managed and monitored development and deployment of technology services.
- Monitored KPIs and metrics affecting agency and proactively engaged technical team as needed to meet goals or address issues.
- Managed IT budget in conjunction with assigned agency and OMES leadership.
- Worked with OMES security to reduce risk of breach and protect sensitive digital information.
- Continuously integrated stakeholders to improve technology services.
- Implemented business continuity and disaster recovery plan.
- Supervised, coached, and mentored team members.

OMES | Chief Technology Officer, Department of Corrections | 2020 - 2021

- Set technical vision and roadmap for the Oklahoma Department of Corrections (DoC)
- Single point of escalation for all IT related items at DoC, including IT strategy, budget, resources, and issue resolution.
- Kept up to date on current OMES offerings to connect agency with viable IT solutions.
- Managed and monitored development and deployment of technology services.
- Monitored KPIs and metrics affecting agency and proactively engaged technical team as needed to meet goals or address issues.
- Managed IT budget in conjunction with assigned agency and OMES leadership.
- Worked with OMES security to reduce risk of breach and protect sensitive digital information.
- Continuously integrated stakeholders to improve technology services.
- Implemented business continuity and disaster recovery plan.
- Supervised, coached, and mentored team members.

OMES | Enterprise Architect | 2019 - 2021

- Planned and implemented new, un-pioneered technologies with a focus on sustainability, leveraging best practice standards, and being fiscally responsible, all while ensuring minimal operational disruptions and maximizing value.
- Maintained our approved software and hardware lists by collaborating with teams across the organization to ensure approvals were made based on architecture and security standards.
- Led the reverse engineering of legacy implementations throughout the enterprise, and provided architecturally sound to-be frameworks, while generating buy-in from executive and technical teams before implementation.

OMES | IT Strategist, Department of Health | 2017 - 2019

- Served as the CIO for the Department of Health
- Responsible for operations, enhancements, and projects, accomplished by leading Network, Cabling, Server, PC, Development, Database Administrators, Project Management, Security, Mainframe teams across the state servicing 2000 employees, 4000 Computers, and 119 sites around the State of Oklahoma
- Led design projects that met the business needs of DoH, including Medical Marijuana Licensing Portal in 40 days, Vital Records System Rebuild, and Custom Health Information Exchange.

OMES | IT Strategist, Department of Corrections | 2016-2017

- Set technical vision and roadmap for the Oklahoma Department of Corrections (DoC)
- Single point of escalation for all IT related items at DoC, including IT strategy, budget, resources, and issue resolution.
- Kept up to date on current OMES offerings to connect agency with viable IT solutions.

- Managed and monitored development and deployment of technology services.
- Monitored KPIs and metrics affecting agency and proactively engaged technical team as needed to meet goals or address issues.
- Managed IT budget in conjunction with assigned agency and OMES leadership.
- Worked with OMES security to reduce risk of breach and protect sensitive digital information.
- Continuously integrated stakeholders to improve technology services.
- Implemented business continuity and disaster recovery plan.
- Supervised, coached, and mentored team members.

OMES | IT Operations Manager | 2016

- Managed a Network, PC and Server team through the daily operations, project tasks, enhancements and outages.
- Provided areas of improvement and technical guidance to the IT Strategist.
- Provided consistent communication to customers about outages and upcoming maintenance impacts.
- Provided enhancements to systems to better the IT Operations. Enhancements provided included Implementation and Standardization of Monitoring Solutions and Infrastructure Upgrade Analysis.

OMES | System Engineer | 2013 - 2016

- Designed and architected systems to best fit the business needs of the customers and align into industry standards for enterprise systems management.
- Functioned in numerous roles, including project manager, systems engineer, and other duties as assigned.

Education & Training

B.S., Organizational Leadership, University of Central Oklahoma
 A.S., Network Technology, Oklahoma City Community College
 Lean Six Sigma Green Belt Certification, State of Oklahoma

Tanner Hughes References

Tab Pierce 200 NE 21st Street Oklahoma City, OK 73105 405-439-3026 Tab.pierce@omes.ok.gov	Bob Sanders 425 W. Capitol Ave., Suite 1620, Little Rock, AR 72201 501-960-8510 bob.sanders@tylertech.com	Duane Smith 18148 County Road 1560, Ada, OK 74820 (580) 421-4641 c.duane.smith@outlook.com
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Jay Sloan

Director of Marketing & Operations

Dedicated leader and respected professional committed to continuous growth, integrity, and excellence. Skilled at fostering collaboration, driving results, and creating positive outcomes for both teams and organizations while upholding the highest standards of ethics and hard work.



Recent Experience

Tyler | Director of Operations & Marketing (Tyler Nebraska) | 2021 - Present

- Oversee the operations of a fast-paced, innovative technology firm, supporting several state and local governmental entities.
- Support and enable multiple development and support teams as they complete enhancements and new software projects.
- Maintain relationships with executive-level personnel and key technical staff from partner agencies.
- Foster an organizational culture that values our teammates, encourages innovation and rewards hard work.
- Collaborate with our state contract holder to meet contractual and project requirements.
- Develop and implement a portal-wide strategy that creates growth and achieves the software objectives of our partners.

Merchants Metals | Regional Operations Manager | 2018 - 2021

- Manage the operations of 10 distribution facilities within the central United States. Including process improvement, logistics, sales strategy, H.R. etc.
- Collaborate with branch managers and branch associates to build sustained success through process development and implementation.
- Create and administer financial reports used to set strategy, forecasting and inventory decisions.

Merchants Metals | Branch Manager | 2015 - 2018

- Develop and implement strategy and vision across all facets of the facility.
- Control profit and loss responsibilities for sales in excess of 8 million dollars annually. Manage expenses, personnel decisions, safety and more.
- Maintain key customer relationships. Prospect and discover new opportunities and grow sales with current customer base.
- Raised revenue and profitability in 2015, 2016 and 2017 while positioning the facility as a top 5 branch in 2015 and 2016.

Education & Training

Bachelor of Arts – Advertising & Public Relations, Marketing Management Minor. University of Nebraska-Kearney, May 2013

Jay Sloan References

Micah Chaffee 301 Centennial Mall S, Lincoln, NE 68508 (402) 471-2814 micah.chaffee@nebraska.gov	Josh Eickmeier 301 Centennial Mall S, Lincoln, NE 68508 (402) 471-2148 josh.eickmeier@nebraska.gov	Collin Lilley 4929 Langley Road, Hoston, TX 77093 (713) 306-2496 clilley@fencingsupplygroup.com
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Jason O'Flaherty

Director of Development

Technology leader with over 16 years of experience in IT and more than a decade in leadership. Proven record of directing high-performing teams, delivering enterprise applications, and improving efficiency, security, and compliance across complex environments. Skilled at guiding projects from strategy through deployment, fostering collaboration with stakeholders, and aligning technology initiatives with business goals. Recognized for mentoring talent, driving innovation, and building resilient teams that execute reliably in mission-critical settings.



Recent Experience

Tyler | Director of Development (Tyler Nebraska) | 2025 - Present

- Provide technical leadership across application development, infrastructure, and security
- Direct daily operations, engineering assignments, and long-term IT strategy to align with business goals
- Lead development, deployment, and maintenance of applications, systems, and services
- Manage and mentor technical staff, including hiring, performance reviews, and one-on-one coaching
- Direct the design and management of computing systems, data platforms, and communication networks across the organization
- Coordinate disaster recovery and business continuity testing, including live failover exercises
- Ensure compliance with HIPAA and federal security standards, including DHS cyber hygiene audits
- Review and approve production system changes while resolving escalated technical issues and removing roadblocks
- Build and maintain relationships with customers, state agencies, and internal leadership to deliver solutions
- Facilitate weekly developer meetings and cross-functional management sessions to align priorities
- Manage employee onboarding and offboarding, including system access, accounts, and distribution lists
- Oversee software, hardware, and subscription renewals, ensuring staff have the right tools and platforms

NCR Corporation | Software Development Manager | 2021 - 2024

- Managed large software development and cross-functional scrum teams.
- Facilitated Joint Application Design Sessions, Scrum Planning Sessions, Daily Stand-ups, etc.
- Collaborated with product owners and scrum coaches to achieve well-defined release plans.
- Collaborated daily with clients to understand their expectations and ensure their understanding of the development process.
- Travelled to the clients' offices to foster collaboration and plan for future releases.
- Defined and refined the development process to meet the needs of a growing company.
- Fostered continuous improvement using tools and development metrics.
- Hired and onboarded new personnel – supported staff development.
- Conducted performance evaluations, coached and counseled team members.
- Defined software development standards and engineering disciplines.
- Provided leadership in implementing and enforcing industry best practices for software development.

- Provide an environment where engineering innovation could thrive, and team commitment flourished.
- Developed a culture that encourages excellence and high job satisfaction.

MacPractice | Director of Engineering and Multiple Engineering Rolls | 2015 - 2020

- Roles included Director of Engineering, Software Engineering Manager, Software Engineering Supervisor, Lead Software Engineer, and Software Engineer.
- Directed and oversaw web development for internal and external users.
- Built and coordinated development teams.
- Ensured deadlines and objectives were met.
- Designed, improved, and implemented interoperability between products.
- Ensured teams balance new development and maintenance while meeting deadlines.
- Built reliable development processes and estimates for development time.
- Managed Engineering Contractors and their contracts.
- Automated as many processes as possible.
- Assisted with code reviews and provided alternate suggestions as necessary.
- Made decisions on when to branch, merge, refactor, and rewrite code.
- Assessed and reviewed all engineer’s work and performance.
- Designed software objects and APIs to meet developer guidelines.
- Planned for the inclusion of new APIs, languages, & technologies in new & existing projects.
- Worked with third-party vendors and assembled teams to integrate with their software.
- Ensured software quality was continuously improving.
- Ensured developer guidelines were created, updated, maintained, and utilized.
- Wrote clear commit messages and test plans for users and QA.
- Conducted meetings as necessary to organize, plan, and track development.
- Promoted, advocated, and expanded unit testing and continuous integration.

Education & Training

B.S., Computer/IT Administration & Management, Doane University

A.A.S., Computer/IT, Southeast Community College

Jason O’Flaherty References

Ken LaRose 402-490-5530 kmlarose@cox.net	Shawn Swanson 402-609-0045 shawnjswanson@gmail.com	Pam Sampson 402-216-7025 sampson.pamela@gmail.com
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Natalie Erb

Director of Project Management

Dynamic and results-driven Director of Project Management with 16+ years of experience leading large-scale IT projects across public and private sectors. Expert in driving strategic initiatives by balancing business value, risk, and ROI, aligned with organizational goals. Skilled in Agile, Scrum, and Waterfall methodologies, project governance, and PMO leadership. Proven ability to lead and mentor high-performing teams, manage complex portfolios, and deliver transformational IT solutions that enhance operational efficiency and stakeholder satisfaction.



Recent Experience

Tyler | Director of Project Management (Tyler Nebraska) | 2024 - Present

- Lead project management for the entire Nebraska.gov program portfolio, overseeing large-scale IT initiatives across multiple state agencies.
- Communicate project status, risks, and priorities to executive stakeholders, enabling informed decision-making.
- Set strategic direction, establish standardized methodologies, and govern PMO processes to ensure consistent project delivery.
- Manage and mentor a dedicated team of Project Managers and Quality Assurance Analysts, fostering collaboration and professional growth.
- Drive the Nebraska Modernization project upgrade from Grails 5 to the Application Platform, ensuring seamless migration and system performance.

Tyler | Sr. Product Owner (Tyler Nebraska) | 2022 - 2024

- Managed and delivered multiple complex IT projects, partnering with state agencies to meet business objectives.
- Developed and maintained Product Owner Standard Operating Procedures, enhancing process consistency and team efficiency.
- Provided coaching and process improvements in collaboration with leadership to optimize team performance and project value.
- Advised and supported management on discussions for intake of projects into the portfolio, including risk, resource needs and impact to the business.
- Created and maintained project dashboards to improve transparency and reporting for executive teams.

Tyler | Product Owner (Tyler Nebraska) | 2016 - 2022

- Managed and implemented IT application projects in partnership with agencies of the Nebraska.gov program.
- Assisted in coordinating documentation of SOPs, contributing to operational excellence.

Nationwide Insurance | Specialist – Process Management | 2009- 2015

- Supported and maintained online process documentation for back-office operations and call center teams.
- Authored requirements for automated processing macros, improving workflow efficiency.
- Optimized business processes to reduce processing time and enhance customer satisfaction.

Nationwide Insurance | Processing Trainer | 2004 - 2009

- Trained new associates in auto and home insurance processing, ensuring compliance and accuracy.
- Led process improvements that reduced turnaround times and improved customer service metrics.

Nationwide Insurance | Processor | 2004

- Processed policy changes for auto and home insurance, maintaining accuracy and customer service standards.

Education & Training

B.A., University of Nebraska – Lincoln
 M.A., University of Nebraska – Lincoln
 Lean Six Sigma Green Belt Certification, State of Nebraska
 Certified Scrum Product Owner (CSPO)

Natalie Erb References

Julie Kortus 402-219-1201 Julie.kortus@nebraska.gov Julie.kortus@nebraska.gov	Matt Coatney 402-471-2670 Matt.coatney@nebraska.gov	Kelli Bacon 402-540-5847 Kelli.bacon@nebraska.gov
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j. Subcontractors

j. SUBCONTRACTORS
 If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:

- i. name, address, and telephone number of the subcontractor(s),
- ii. specific tasks for each subcontractor(s),
- iii. percentage of performance hours intended for each subcontract; and
- iv. total percentage of subcontractor(s) performance hours.

i. name, address, and telephone number of the subcontractor(s)	Dogwood Media 65B Scotia Drive, Pike Road, AL 36064 334-425-0009
ii. specific tasks for each subcontractor(s)	Content design, creation, and migration work for websites
iii. percentage of performance hours intended for each subcontract	100% - Only proposed subcontractor
iv. total percentage of subcontractor(s) performance hours	25 - 65% of website design and content migration work on an as-needed, per project, basis.

2. Technical Response

Per *Addendum Two*, please see our response to *Attachment A Form A.1 Requirements Traceability Matrix*.

Form A.1 Requirements Traceability Matrix

Please see the separately submitted file named “122777 O5 Tyler Nebraska File 2 of 6” for the completed Form A.1.

Form A.2 Service Matrix

Please see the separately submitted file named “122777 O5 Tyler Nebraska File 3 of 6” for the completed Form A.2.

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
Part V. Section A. Project Overview					
RTM 1	Bidder must describe bidder's understanding of and plans to fulfill the purpose of the Portal, as identified in the RFP.	✓			

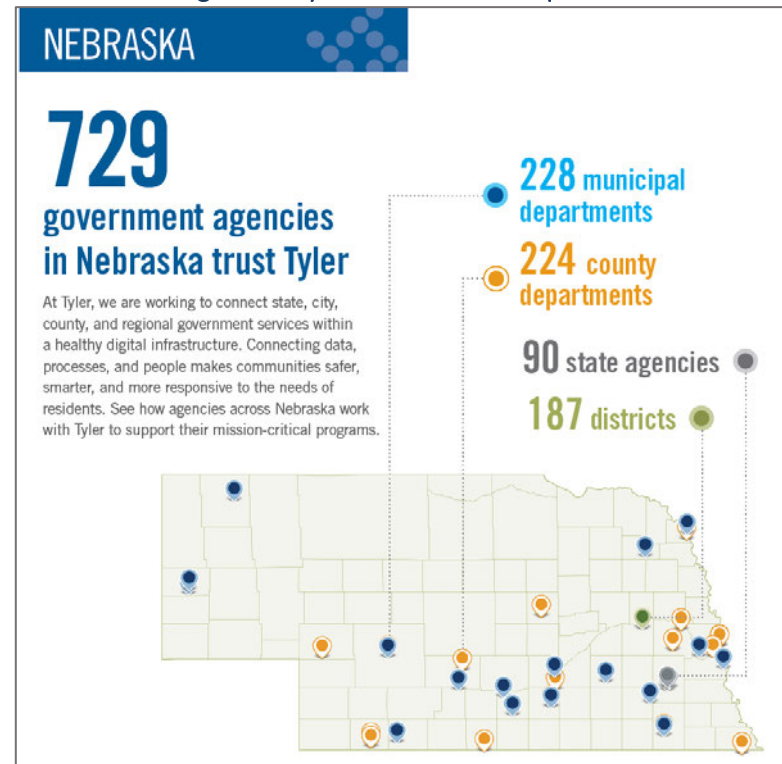
Bidder's Response:

Experienced Team with Deep Roots in Nebraska

For more than thirty years, Tyler Nebraska has served as the digital front door to Nebraska government — connecting citizens, businesses, and public servants through secure, convenient, and data-driven online services. Since 1994, Portal's purpose has been to expand access to government information and services, reduce operational costs and complexity, and enable agencies to focus on their missions while empowering citizens to engage with government anytime, anywhere.

Tyler Nebraska is a proven partner that possesses unrivaled familiarity with developing, implementing, and maintaining Portal solutions for Nebraska, and we are eager to build on our track record of success to enhance Nebraska's Digital Government program. We are committed to mapping an enhanced trajectory for Nebraska's eGovernment program and have proposed a suite of solutions that will transform the State's solution portfolio while meeting the evolving demands of Nebraskans. No provider or team of providers is better positioned to continue delivering digital government solutions that Nebraskans have come to expect from the state. Yet our goal is to do more than just continue implementing our proven solution set. Tyler is unique in our role as a solutions strategist, implementer, and customer support provider – we serve in a consultative and supportive manner to provide next-generation solutions from cradle to grave that will help the state deliver continuously expanded services to Nebraskans in a timely and efficient manner.

Figure 1: Tyler's Nebraska Footprint



RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>Tyler Nebraska, combined with our parent company, are deeply embedded in the state, partnering with a wide array of government entities and delivering a broad portfolio of services, as illustrated in <i>Figure 1</i>.</p>					
<h3>A World Leader in Digital Government Services</h3>					
<p>As a member of the Tyler Technologies family of companies, we are a world-leading provider of integrated software and technology services for the public sector. Tyler’s end-to-end solutions empower local, state, and federal government entities to operate efficiently and transparently with residents and each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients turn actionable insights into opportunities and solutions for their communities. Tyler has more than 45,000 successful installations across more than 13,000 sites, with clients in all fifty states, Canada, the Caribbean, Australia, and other international locations.</p>					
<p>Tyler drives transformation for our government partners through our 7,400+ employees located across the U.S and internationally.</p>					
<h3>Our Expanded Solution Portfolio</h3>					
<h4>Tyler Products Are Powering a Connected Nebraska</h4>					
<p>Tyler offers more than 31 unique product suites across 10 delivery categories, including public safety, education, courts, corrections, administration state and local government, health & human services, transportation, outdoor recreation, and regulatory. Across Nebraska, Tyler currently supports 54 different products that have been implemented in 729 state and local government locations.</p>					
<p>While these products address unique business needs and may seem unrelated, they share the common trait of interoperability. Tyler’s support for Nebraska is paired with a firm belief that our interconnected products and services can be combined to solve bigger challenges. Tyler is ideally positioned to implement connected services, systems, data, and processes across Nebraska that will result in greater transparency, information access, and business insights to empower more informed decision-making throughout state and local government.</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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Fulfilling the Purpose of the Portal

Facilitating Access to Online Government and Giving 3.8 Million Days Back to Nebraskans

Tyler Nebraska delivers a unified platform that allows Nebraskans to securely complete transactions, access records, and interact with every level of government. In 2024, the Portal processed more than **21 million transactions**, which has driven a total of **93,251,723 million citizen hours saved** since 2019 – equal to 3.8 million days (or 10,645 years)! Each digital interaction replaces an average of **50 minutes of citizen time and 30 minutes of agency processing**, creating measurable efficiency for both the public and the State. We take this mission of driving efficiency seriously and are pleased to have helped the state provide user-friendly digital services that give Nebraskans some time back in their day with every transaction.



Operating within a Proven Self-Funding Model

Nearly all Portal services are delivered at no cost to agencies. In 2024, **99.2 percent of revenue** came through transaction-funded services, and **45 percent of the Portal portfolio** consisted of essential non-revenue services that strengthen transparency and accessibility. This self-funded model has generated more than **\$112 million in cost savings and avoidance** for Nebraska since 2013, proving that digital transformation can thrive without appropriations while delivering extraordinary value to the state and those it serves.

Modernizing & Maintaining Critical Systems

Over the past three years, Tyler Nebraska invested more than **\$4 million** in modernization — migrating legacy systems to the **Tyler Application Platform** and **Engagement Builder** and transitioning many services to OCIO-approved cloud environments. In 2024, the team completed **279 projects**, modernizing a significant percentage of the Portal portfolio. Each system is supported through proactive maintenance, secure backups, and geo-redundant replication to ensure continuity of operations and compliance with disaster-recovery best practices.

Enhancing Accessibility & Data-Driven Insight

Every application complies with **ADA/WCAG 2.1 AA** and **NITC usability** standards. Digitization not only improves accessibility but also produces reliable, structured data that empowers agencies to make evidence-based decisions. Projects such as the **Nebraska DMV Driver's License Forms** and the **Judge eSignature initiative** demonstrate how digital data and workflow automation reduce administrative effort while delivering tangible savings and higher user satisfaction.

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>Introducing Innovation & New Technology</p> <p>Tyler Nebraska continuously brings emerging technology into Portal’s ecosystem and is outlining our recommendations in response to RTM 25. Some proposed innovation technology ideas include the AI Resident Assistant, which simplifies website navigation and reduces agency call volume; the proposed Engagement Builder forms automation initiative targets to streamline more than 2,000 paper processes; Document Automation, Data and Insights; and Tyler ID, which extend the Portal’s reach and efficiency. Together, these innovations build a more connected, citizen-centric government while reinforcing Nebraska’s leadership in digital service delivery.</p> <p>Protecting Security & Trust</p> <p>The Portal’s infrastructure meets or exceeds PCI-DSS, NIST SP 800-53, and NITC standards. Encryption in transit and at rest, role-based access controls, and continuous monitoring safeguard sensitive information. Secure payment processing protected \$544 million in transactions in 2024 alone, ensuring the highest standards of data security and public confidence.</p> <p>Our Vision Going Forward</p> <p>Tyler Nebraska’s understanding of the Portal’s purpose is simple yet transformative: to make Nebraska government more accessible, more efficient, and more connected. Our plan fulfills this mission by combining a proven self-funding model with continuous modernization, accessibility, and innovative new services that set an even higher standard for digital government excellence in Nebraska. With more than three decades of success, a portfolio of nearly 1,300 active services, and measurable statewide impact — including over 93 million citizen hours saved — Tyler Nebraska is ready to lead the next era of Nebraska’s digital government, building stronger communities and enabling those who serve the public.</p>					
<p>Part V. Section B. Legal Authority and the Nebraska State Records Board</p>					
RTM 2	Bidder must describe bidder’s understanding of the role of the Nebraska State Records Board, and bidder’s plan to operate the Portal within the oversight of the NSRB.	✓			
<p>Bidder’s Response:</p> <p>Tyler’s Long & Successful Partnership with the NSRB</p> <p>Since 1997, the Nebraska State Records Board (NSRB) has served as the governing body with statutory authority to oversee the Portal and the Network Manager. Tyler Nebraska has worked closely with the NSRB throughout this time to expand electronic government services, always under the</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>Board’s guidance and approval. The NSRB’s composition of constitutional officers and appointed representatives reflects the importance of public trust in information shared online on behalf of the State.</p> <p>Our role as Network Manager is to support the NSRB in fulfilling its statutory responsibilities through collaboration, transparency, and responsiveness. The NSRB fulfills its responsibility across several key areas of oversight:</p> <p>Setting & Approving Portal Fees or Charges to Users</p> <p>A core responsibility of the NSRB is to review and approve Portal fees for online transactions in collaboration with the Network Manager and agency leadership. Tyler Nebraska supports this process by providing analysis and recommendations that reflect both sustainability and accessibility. To streamline implementation between Board meetings, the NSRB has also established standard business and citizen processing rates, which facilitate consistent and timely agreements for services. This approach ensures that fees are transparent, equitable, and aligned with the State’s commitment to broad access to digital government services.</p> <p>Evaluating Project Priorities</p> <p>The NSRB serves as the governing body that oversees the prioritization of Portal projects to ensure alignment with statewide goals. Project scoring is completed using an established algorithm that categorizes initiatives as Tier 1, Tier 2, or Tier 3. Tyler Nebraska supports this process by providing detailed reporting and a live dashboard on project status and progress. During quarterly Board meetings, the NSRB reviews these priorities, offers guidance, and ensures that agencies have the opportunity to share feedback on active projects. This collaborative process helps confirm that projects remain on schedule, resources are effectively allocated, and agency needs are consistently addressed.</p> <p>Navigating & Entering into Agreements with Agency Partners</p> <p>Tyler Nebraska works closely with agency partners and the NSRB to expand digital government services across the state. This often involves submitting new agreements for review and approval, reflecting both growth and evolving service needs. For projects that fall within the standard offerings outlined in the master contract, a Board-approved Statement of Work (SOW) template enables agreements to move forward efficiently. In these cases, the NSRB has authorized its Chair to sign standard SOWs between regular meetings, providing consistency and timeliness in project delivery.</p> <p>In addition, the first time an agency becomes a Tyler Nebraska partner under the Master Contract, each agency signs an Electronic Government Service Level Agreement (EGSLA), which serves as our aligned Terms and Conditions document for existing services in our portal and is added to the contract library under the NSRB Master Contract.</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>When a new service offering is proposed, or when unique circumstances require variations from the standard template, the full NSRB reviews and approves the agreement. This process ensures transparency, accountability, and alignment with statewide priorities while supporting the continued expansion of digital services for agencies, citizens, and businesses.</p> <p>Oversight via Network Manager Reports, Surveys, & Performance</p> <p>The NSRB exercises oversight of the Network Manager through a comprehensive framework of required reports and performance reviews. As outlined in the RFP, these include bi-weekly, monthly, quarterly, annual, and other reporting obligations designed to provide transparency into Portal operations. Tyler Nebraska currently fulfills these obligations by preparing and submitting timely reports for review, which may be examined in quarterly Board meetings or provided directly to the NSRB Executive Director for compliance purposes.</p> <p>In addition, the NSRB utilizes project surveys to assess agency satisfaction with project delivery and process. With more than 100 projects completed annually across the state, these surveys provide meaningful feedback that is shared with the Board and discussed in quarterly meetings, often during the priorities segment. This collaborative process ensures accountability, continuous improvement, and alignment between the Portal’s operations and the State’s strategic direction.</p> <p>Guidance, Input, & Approval of Business Plans</p> <p>An annual business plan is a required component of the Network Manager’s responsibilities, and we view this as a valuable opportunity for collaboration. Tyler Nebraska works closely with agency leaders and NSRB members to understand priorities and emerging needs, then presents these insights as part of a comprehensive plan for forward progress. The NSRB provides essential guidance and final approval, ensuring that the business plan reflects the direction Nebraska chooses for advancing government services through technology.</p> <p>Introduction & Championship of Innovative Ideas</p> <p>As part of its statutory oversight, the NSRB plays a central role in guiding the growth of Portal services. Under the current contract, we have collaborated with the Board to introduce new and innovative ideas that enhance access for Nebraska’s agencies, citizens, and businesses. In these instances, our role has been to research and present solutions that demonstrate clear value, the funding model, and compliance with required Terms and Conditions. The Board then evaluates these proposals, considering demand, reasonableness, and alignment with statewide priorities. This collaborative process ensures that services added to the Portal reflect both innovation and the mission of the State of Nebraska, while maintaining fiscal responsibility.</p>					
<p>Part V. Section C. Current Portal Operations and Environment</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
RTM 3	Bidder must describe bidder's understanding of the Current Portal Operations and Environment, and bidder's plan to operate the Portal within such environment.	✓			

Bidder's Response:

Current Portal Operations & Environment

Tyler Nebraska fully understands the Current Portal Operations and Environment as outlined in Part V, Section C of the RFP, and we have successfully provided the State's Portal Operations and Environment for more than 30 years. Our plan is to continue operating the Portal within this environment by delivering and maintaining nearly 1,300 services, balancing revenue and non-revenue offerings, sustaining a secure and accessible technical infrastructure, providing comprehensive support, and meeting all reporting requirements. This proven operating approach and environment is continually improved to ensure the Portal remains sustainable, innovative, and accessible to all Nebraskans.

Service Delivery & Operations

Today, Tyler Nebraska manages nearly 1,300 active services across Nebraska government, having delivered over 1,800 services in the past three decades. *Each year, we complete more than 100 projects in partnership with agencies.* These services are developed, upgraded, maintained, backed up, and supported through a structured lifecycle that includes proactive modernization, responsive helpdesk support, and secure hosting. Tyler Nebraska has the understanding of the existing assets and skillsets to operate, continue to evolve, and add new services while still providing the level of operational performance the State has come to expect from the Network Manager.

Service Categories

We provide all categories of services identified in the RFP and understand how to apply our people, process, and technology to successfully deliver these services:

- Margin Services – transaction-based services that sustain the self-funding model.
- Non-Margin Services – approximately 45% of the Portal's services, including informational websites and transparency tools delivered at no cost to agencies.
- Subscription Services – available for an annual fee of \$100, ensuring equitable access for professional and commercial users.

This service mix ensures agencies and citizens benefit from both free and revenue-generating services without added appropriations and Tyler understands that a holistic approach to services drives adoption of all services through customer satisfaction and ease of use.

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p data-bbox="163 300 552 332">Availability & Accessibility</p> <p data-bbox="163 354 1919 451">Availability is a cornerstone of our operations. Portal services delivered by Tyler Nebraska are designed to achieve 99.9–99.95% uptime, supported by 24/7 monitoring, redundant hosting, and live geo-replication between Tier IV data centers. Annual disaster recovery tests confirm that all 1,300 services can be restored or failed over in under 15 minutes, ensuring continuity even in adverse conditions.</p> <p data-bbox="163 495 1911 630">Accessibility is equally important. All applications and websites are developed to comply with ADA/WCAG standards and NITC usability requirements, ensuring citizens of all abilities can interact with Nebraska government services. Applications are also built to be browser-agnostic and mobile responsive, reflecting the reality that Nebraskans access services on a variety of devices and should have the ability to utilize services through their preferred access method.</p> <p data-bbox="163 673 489 706">Support Environment</p> <p data-bbox="163 727 1927 824">Tyler Nebraska provides full lifecycle support, including frontline helpdesk services that handle approximately 30,000 interactions annually, with a 93% satisfaction rating and 90% first-call resolution. Our IT Service Management system enables escalation through clearly defined tiers, and Nebraska-based technical experts are available for onsite support when required.</p> <p data-bbox="163 868 483 901">Technical Operations</p> <p data-bbox="163 922 1050 954">Portal services operate within a secure and resilient technical environment:</p> <ul data-bbox="163 959 1923 1094" style="list-style-type: none"> – Hosting in geo-redundant Tier IV data centers and approved cloud platforms. – Encryption for data at rest and in transit (TLS 1.2+ and AES-256). – Continuous Improvement and modernization investments that have exceeded \$4 million over the past three years to migrate services to the Tyler Application Platform, Engagement Builder, and secure cloud environments. <p data-bbox="163 1138 558 1170">Reporting & Transparency</p> <p data-bbox="163 1192 915 1224">We meet all reporting obligations outlined in the RFP, including:</p> <ul data-bbox="163 1229 1919 1429" style="list-style-type: none"> – Annual – Business Plan, financial audits, PCI DSS compliance, data center certifications. – Quarterly – Project Priority Report and Management Report covering service uptime, usage analytics, satisfaction, marketing, innovation, staffing, and financials. – Monthly – Payment statements and itemized breakdowns by service. – Bi-weekly – Project Status Reports and an online public project dashboard. – Other – Application inventory, disaster recovery test results, and security scan results when requested. 					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
Part V. Section E. Scope of Work					
RTM 4	1. Application and Website Services: Bidder must describe bidder's experience and plan to provide the Application and Website Services identified in the RFP, with emphasis on the following:	✓			
	<ul style="list-style-type: none"> Developing and maintaining applications and websites which provide electronic access to public records and electronic information for citizens, businesses, and state and local government as described in the RFP. 	✓	✓		
	<ul style="list-style-type: none"> Growing the Portal and meeting the application and website development needs of State and local government Partners, using a variety of programming languages or platforms (and identify the programming languages and platforms). 	✓			
	<ul style="list-style-type: none"> Project planning and management procedures, taking into consideration the NSRB may establish guidelines and procedures for selection and prioritization of projects, and the prioritization and timeline for completion of project is subject to approval of the NSRB. 	✓			
	<ul style="list-style-type: none"> Integrating with existing data sources and a description of any data management systems used by bidder. 	✓			
	<ul style="list-style-type: none"> Providing a user-friendly, accessible Portal experience for Customers. 	✓			
	<ul style="list-style-type: none"> Bidder's anticipated timeline for bidder to redevelop or transition all Portal websites and Applications from the existing Network Manager to bidder. 	✓			
	<ul style="list-style-type: none"> Following transition (from current Network Manager), operating, and maintaining Portal websites and Applications identified in Appendix A and Appendix B. 	✓			

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p data-bbox="163 263 401 293">Bidder Response:</p> <h3 data-bbox="163 334 695 375">Application & Website Services</h3> <p data-bbox="163 393 1913 565">Tyler Nebraska has more than 30 years of experience delivering, maintaining, and modernizing applications and websites for the State of Nebraska and provides all of these services today and would continue to do so with no interruption in service or effort for redevelopment or transition of services. <i>We currently manage nearly 1,300 active Nebraska Portal services, having delivered more than 1,800 total projects over three decades.</i> Each year, we complete around 100 projects across agencies, demonstrating our ability to continually grow and evolve the Portal while maintaining high standards for availability, security, and accessibility.</p> <h3 data-bbox="163 605 926 646">Developing & Maintaining Applications & Websites</h3> <p data-bbox="163 659 1898 831">Tyler Nebraska develops and maintains applications and websites that provide electronic access to public records and government information for citizens, businesses, and agencies. Services range from payment-enabled applications (e.g., licensing, permitting, court filings) to non-revenue informational services (e.g., transparency dashboards, agency websites). All applications are supported through full lifecycle management, including design, development, upgrades, backups, and responsive support. Tyler Nebraska will utilize our proven experienced staff, development and maintenance processes, and tools to continue to deliver on the State’s needs for new services and maintenance of those services.</p> <p data-bbox="163 872 470 902">Example projects include:</p> <ul data-bbox="163 907 1923 1292" style="list-style-type: none"> – DMV Forms Project – Enabled citizens to complete driver licensing forms online in advance or via kiosk, reducing DMV wait times statewide to under five minutes and saving over 2,000 examiner hours annually. – DMV Over-the-Counter Payments – Implemented a comprehensive in-person payment system for county DMV offices, integrated with the State’s payment processor for secure transactions and reconciliation. – Judges eSignature – Modernized court workflows by enabling secure electronic signatures for judges, saving over 4,300 judicial hours annually. – NBC Brand Renewal Mobile App – Digitized livestock brand registration and renewals, enabling secure online and mobile renewals for ranchers, improving transparency, and reducing fraud risks. – Secretary of State E-Docs – Deployed an online document delivery system for corporations to file incorporations and amendments electronically, significantly reducing turnaround times. – Budget Transparency Portal – Built an interactive portal for DAS to publish state budget and appropriations data, increasing transparency and citizen engagement. <p data-bbox="163 1333 1892 1364">In limited scenarios, we utilize Dogwood Media to help extend our website development team when we have a higher demand on website services.</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p data-bbox="163 300 846 337">Growing the Portal & Programming Platforms</p> <p data-bbox="163 354 1936 418">Our ability to grow the Portal is proven by consistent delivery of 100+ projects annually and investments of over \$4 million in modernization during the past three years. We utilize a wide range of programming languages and platforms to meet agency needs, including:</p> <ul data-bbox="163 427 1900 630" style="list-style-type: none"> – Custom development: Grails, Groovy, Java, Perl, JavaScript, Drupal. – Cloud-native development: Java and Python on AWS Lambda and EventBridge. – Tyler proprietary platforms: Tyler Application Platform (AWS), Engagement Builder (.NET, Azure Gov Cloud, containerized with Kubernetes), and Tyler Payment Platform. – Payment Platforms: Payport (over-the-counter) payments, Common Checkout Portal (CCP), Transaction Payment Engine (TPE)/Tyler Payment Platform <p data-bbox="163 670 1883 703">This flexibility ensures Nebraska agencies can adopt modern solutions that align with their systems of record, compliance needs, and service goals.</p> <p data-bbox="163 743 655 781">Project Planning & Management</p> <p data-bbox="163 797 1936 898">Tyler Nebraska follows structured project planning and management procedures, including requirements gathering, agile development, QA, and stakeholder acceptance. All projects are tracked in the Portal Project Log, updated bi-weekly, and made publicly available online. Project prioritization follows NSRB guidelines, with each project scored as Tier 1, 2, or 3 and prioritization is approved by our board quarterly.</p> <p data-bbox="163 938 655 976">Integration & Data Management</p> <p data-bbox="163 992 1306 1024">Portal applications frequently integrate with state systems of record through secure connections:</p> <ul data-bbox="163 1032 1253 1162" style="list-style-type: none"> – VPN tunnels for state-hosted systems. – APIs and web services using modern standards (REST, JSON, XML). – Secure file transfer (SFTP) for scheduled batch data exchanges. – Migration guidance for agencies modernizing legacy systems (e.g., green-screen to APIs). <p data-bbox="163 1203 1795 1235">Data is managed securely using relational databases, cloud object storage, and Tyler’s platforms, with role-based access and audit controls.</p> <p data-bbox="163 1276 711 1313">User-Friendly, Accessible Experience</p> <p data-bbox="163 1330 1014 1362">The Nebraska Portal is built to be user-focused, ensuring all services are:</p> <ul data-bbox="163 1370 1213 1435" style="list-style-type: none"> – Accessible, compliant with ADA/WCAG 2.1AA standards and NITC usability guidelines. – Mobile responsive and browser-agnostic. 					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<ul style="list-style-type: none"> - Designed using human-centered design principles. Tyler Nebraska also partnered with OCIO to develop a new statewide website design standard based on these practices, ensuring consistency across all agencies. - Enhanced Search capabilities via our AI Resident Assistant. <p>Customer surveys confirm a 93% satisfaction rating, and citizen usage continues to expand as services become more intuitive and widely available.</p> <p>Transition of Services</p> <p>As the incumbent Portal Manager, Tyler Nebraska already operates and maintains all of the applications and websites identified in Appendices A and B of the current contract. There is no transition required under this RFP should Tyler Nebraska be selected for the new contract. All services are live, fully supported, and maintained today. This allows Tyler to focus on what matters most -- delivering new and enhanced solutions to benefit Nebraskans and the agencies that serve them.</p> <p>Going forward, Tyler Nebraska will continue to operate, modernize, and enhance these services — ensuring they remain secure, accessible, and aligned with evolving citizen and agency needs as well as utilizing new technology and best practices in the industry.</p>				
RTM 5	<p>2. Hosting Services Bidder must describe bidder's experience and plan to provide application and website hosting services as identified in the RFP with emphasis on the following:</p> <ul style="list-style-type: none"> • Bidder's plan to provide hosting services, 24 hours a day, 7 days a week, in a reliable, fast, and secure environment with redundant power, fire suppression, climate control, on-site security. • Bidder's plan to facilitate OCIO hosting of applications and websites developed by bidder, if requested by the State. • Bidder's experience with and plan to meet the technical requirements for a hosting environment, as identified in Part V. Section K. Technical Overview of the RFP. 	✓			
	<ul style="list-style-type: none"> • Bidder's plan to provide hosting services, 24 hours a day, 7 days a week, in a reliable, fast, and secure environment with redundant power, fire suppression, climate control, on-site security. 	✓			
	<ul style="list-style-type: none"> • Bidder's plan to facilitate OCIO hosting of applications and websites developed by bidder, if requested by the State. 	✓			
	<ul style="list-style-type: none"> • Bidder's experience with and plan to meet the technical requirements for a hosting environment, as identified in Part V. Section K. Technical Overview of the RFP. 	✓			
Bidder Response:					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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Plan to Provide Hosting Services 24x7 in a Reliable, Fast, & Secure Environment

Tyler Nebraska proposes to continue to host services in our private cloud and to utilize cloud service providers to deliver on the hosting needs for application and website services identified in the RFP.

Tyler Nebraska hosts approximately 950 of our 1,300 services in Tyler’s private cloud, which operates in geo-redundant Tier IV data centers located in Virginia and Texas. These facilities consistently deliver 99.9–99.95% uptime annually and are equipped with redundant power from facility to rack level, fire suppression, climate control, diverse network routing, and 24/7 on-site security. Strict physical access protocols require pre-authorization, escorted entry, locked server racks, and monthly access audits to ensure that access is tightly controlled.

In addition to our private cloud, Tyler Nebraska also leverages cloud services as an AWS Premier Partner and maintains partnerships with Azure and Pantheon for specific hosting use cases. All cloud-hosted services are reviewed and approved by the OCIO Cloud Review Board prior to deploying any new cloud-hosted system. Tyler’s corporate roadmap is to be 100% cloud-based by 2030, which provides Nebraska with greater scalability, elasticity, and access to advanced security capabilities that would otherwise be cost-prohibitive through capital investments.

To ensure continuity, Tyler Nebraska uses monitoring solutions such as Nagios and StatusCake to track uptime and performance across all services. We maintain live geo-redundant replication between our data centers, enabling seamless failover—often without customer impact—with the capability to fail over all 1,300 services in under 15 minutes. Our protocol is to failover first to maintain business continuity and then conduct root cause analysis and remediation in the impacted environment. We also conduct a full Portal disaster recovery exercise annually, supplemented by multiple tabletop exercises each year, to validate resiliency procedures and prepare for a range of outage scenarios.

Plan to Facilitate OCIO Hosting of Applications & Websites if Requested by the State

Tyler Nebraska will support the State if applications or websites are requested to be hosted within the OCIO’s environment, including SQL Server hosting or approved cloud solutions. We will provide the technical documentation, migration assistance, and expertise needed to ensure a smooth transition. However, several considerations apply:

- Hosting costs would shift to the State, and Nebraska would not benefit from Tyler’s AWS economies of scale that reduce costs through our national cloud footprint.
- Migrating services into a new environment would require a one-time program charge, as migration is a significant undertaking.
- Ongoing support in environments not controlled by Tyler is inherently more complex and may limit our ability to ensure the same continuity guarantees.

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>Even with these considerations, Tyler Nebraska will comply fully with State requests and continue to provide expert support, reporting, and monitoring regardless of the hosting environment.</p> <p>Experience with & Plan to Meet Technical Requirements (Section K)</p> <p>Tyler Nebraska has decades of experience designing, developing, and hosting applications and websites for the State of Nebraska in secure, resilient environments. Our hosting model is designed to comply with all requirements outlined in Section K of the RFP, while also aligning with standards. The following sections describe our approach in detail.</p> <p>System Architecture</p> <p>All Tyler Nebraska applications are built on a multi-tier architecture, separating the web, application, and database layers to maximize scalability, security, and performance. For each service, we maintain dedicated development, test, and production environments, allowing us to manage releases carefully and minimize risk during upgrades or enhancements.</p> <p>Our applications commonly integrate with State systems of record through the OCIO. To support this, we use secure VPN tunnels, encrypted APIs, web services, and SFTP transfers. We support all modern data transmission standards (REST, JSON, XML) and, when appropriate, guide agencies in modernizing older “green screen” applications to exchange data through secure, modern methods. All applications are designed to be browser-agnostic and mobile responsive, ensuring that Nebraska citizens can access services on any device.</p> <ul style="list-style-type: none"> – Multi-tier architecture (web, application, and database layers) – Development, test, and production environments maintained for each service – Secure APIs, web services, and SFTP for integration with OCIO and partners – Modern standards (REST, JSON, XML) supported – Browser-agnostic, mobile-responsive design <p>Security</p> <p>Security is embedded throughout our hosting and development lifecycle. Tyler Nebraska ensures that all data is encrypted at rest and in transit, using TLS 1.2/1.3 and AES-256 standards. Access to systems is governed by role-based access control (RBAC) with multi-factor authentication (MFA), and every access attempt is logged and audited for compliance.</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>We follow a Software Development Lifecycle (SDLC), which includes code review, vulnerability scanning, and patch management. Patches and updates are first applied in test environments, then promoted to production in line with our monthly patch cycle. We also follow strict change management practices that include customer notification and regression testing to ensure that updates have minimal impact on partners and citizens.</p> <ul style="list-style-type: none"> – Encryption at rest and in transit (TLS 1.2/1.3, AES-256) – Role-based access control with MFA and full audit logging – Software Development Lifecycle (SDLC) with monthly patch cycles – Change management processes with customer notification <p>Hosting Infrastructure</p> <p>Our hosting infrastructure is anchored in geo-redundant Tier IV data centers located in Virginia and Texas. These facilities are designed for maximum reliability, featuring redundant power, fire suppression, climate control, diverse network routing, and 24/7 physical security.</p> <p>Physical access is tightly controlled. Entry requires pre-authorization, verification against work orders, escorted access to secured server rooms, and locked racks. We conduct monthly access audits to confirm that only authorized personnel have access.</p> <ul style="list-style-type: none"> – Geo-redundant Tier IV data centers in Virginia and Texas – Redundant power, fire suppression, climate control, diverse routing, 24/7 security – Pre-authorization, escorted access, and monthly access audits <p>Backup & Disaster Recovery</p> <p>Tyler Nebraska maintains a failover-first protocol: when incidents occur, our first priority is to restore services through automated failover, followed by root cause analysis and remediation. We maintain live replication across our data centers to support seamless failover, often with no impact visible to the customer. In fact, a full failover of all 1,300 services can be completed in under 15 minutes.</p> <p>We also perform daily encrypted, deduplicated backups, stored in geo-redundant facilities to ensure data integrity. Disaster recovery is validated through a full Portal DR exercise annually and multiple tabletop exercises throughout the year.</p> <ul style="list-style-type: none"> – Live geo-replication across data centers for seamless failover – Daily encrypted, deduplicated backups stored in geo-redundant facilities – Annual full Portal disaster recovery test plus multiple tabletop exercises – Sub-15-minute full failover for 1,300 services 					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>Scalability & Performance</p> <p>Tyler Nebraska designs hosting environments to meet unpredictable demand. We use load balancing and auto-scaling technologies to ensure applications remain responsive during surges, such as DMV renewals, elections, or major legislative updates.</p> <p>Our infrastructure consistently delivers 99.9–99.95% uptime, meeting SLA requirements and providing a reliable, fast user experience across all hosted services.</p> <ul style="list-style-type: none"> – Load balancing and auto-scaling to meet demand spikes – Proven ability to handle high-demand events – 99.9–99.95% uptime SLA <p>Compliance & Reporting</p> <p>Compliance is a continuous responsibility. Tyler Nebraska conducts multiple vulnerability scans monthly using an Approved Scanning Vendor (ASV) for PCI-DSS 4.0, as well as more detailed internal scans. Findings are categorized by severity and remediated according to strict SLAs (Critical: 7 days, High: 30 days, Medium: 90 days, Low: 180 days).</p> <p>We are fully prepared to meet compliance obligations for PCI-DSS, HIPAA, IRS 1075, and DPPA, whether in our private cloud or in partner platforms such as AWS, Azure, or Pantheon. Each year, we provide the NSRB with a complete compliance package, including PCI Attestation of Compliance, data center certifications, internal control audits, and reports of uptime and availability. All hosting and reporting align with NITC standards.</p> <ul style="list-style-type: none"> – Multiple monthly scans via PCI ASV and internal tools – PCI-DSS 4.0 compliance with remediation SLAs (Critical = 7 days, High = 30, Medium = 90, Low = 180) – HIPAA, IRS 1075, and DPPA compliance supported – Annual compliance reporting to NSRB (PCI, data center certifications, audits) – Full alignment with NITC standards 					
RTM 6	<p>3. Payment Processing and Accounting Services: Bidder must describe bidder’s experience and plan to provide Payment processing and Accounting Services as identified in the RFP, with emphasis on the following:</p>	✓			

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<ul style="list-style-type: none"> Provide merchant and payment processing services consistent with the most current PCI-DSS in effect. 	✓			
	<ul style="list-style-type: none"> Integrate with and use the electronic payment processor selected by the State Treasurer and the Department of Administrative Services. 	✓			
	<ul style="list-style-type: none"> Deposit State funds collected through the Portal directly into the bank selected by the State Treasurer, and Bidder's plan to deposit local government funds 	✓			
	<ul style="list-style-type: none"> Pay all card processing fees associated with Portal payments processed, including but not limited to, all Visa, MasterCard, Discover, UnionPay, and debit network authorization and interchange fees, assessments, dues and other fees and charges which are passed to the merchant at cost. 	✓			
	<ul style="list-style-type: none"> Provide Partners with real time notification of payment failures and reasonable access to the Network Manager's payment system to verify User payments. 	✓			
	<ul style="list-style-type: none"> Assume the risk for collection and transfer all amounts due the State each month regardless of whether collection has been made from the User. 	✓			
	<ul style="list-style-type: none"> Provide detailed expense projections for operating the Portal, and project an estimate of amortized costs of hardware, software, and fixtures, and other operating costs by category for each year of the initial Contract period. 	✓			
	<ul style="list-style-type: none"> Bidder must describe bidder's accounting system to be used in operation of the Portal and bidder's plan to use generally accepted accounting principles and comply with audit requirements. 	✓			
	<ul style="list-style-type: none"> Bidder must describe technical requirements of bidder's system or processes which identify and prevent fraudulent payment transactions and reimbursement requests. 	✓			

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>Bidder Response:</p> <p>For more than three decades Tyler Nebraska has proudly partnered with the State of Nebraska to deliver secure, reliable, and innovative payment services that support agencies, local governments, and citizens statewide. Tyler has delivered on the entire scope of requested payment services all while ensuring citizens receive secure, convenient, and modern payment options delivered through the funding and flow of funds models dictated by the State. While our response reflects continuation of this successful approach, Tyler remains open to collaborating with Nebraska in the future should alternative revenue models be desired.</p> <p>This proposal reflects more than payment services and portal services— it represents our continued commitment to support the State’s evolution of the payment ecosystem with minimal impact to state and local agencies. With a trusted local team, deep national expertise, and continuous innovation, Tyler is ready to continue to partner with Nebraska to securely expand payment services, enhance citizen experiences, and strengthen revenue collection for years to come. Looking ahead, Tyler’s focus is on the next two decades of payments in Nebraska — expanding omni-channel capabilities, integrating AI-driven fraud detection, and aligning with NITC standards.</p> <p>Benefits of our payment services to the State include:</p> <ul style="list-style-type: none"> – Omni-channel payment options – secure acceptance of all major card brands, ACH/eCheck, hosted checkout, mobile, and point-of-sale. – Strong compliance & security – PCI Level 1, SOC 2, NACHA, and NIST 800-53 compliant. – Comprehensive reporting – improves revenue capture, reconciliation, and efficiency. – Continuous innovation – aggressive investment in new payment forms & channels, fraud prevention, digital wallets, and citizen-friendly tools, guided by a five-year roadmap. <p>Tyler provides a secure, reliable, and future-ready payments solution tailored specifically for the unique processor and banking needs of the State. The value we bring is built on:</p> <ul style="list-style-type: none"> – Enterprise-grade capabilities that cover every payment channel — credit cards, ACH/eCheck, paper checks, and point-of-sale devices. – Compliance and security leadership as a PCI DSS Level 1 service provider with regular NIST 800-53, PCI DSS, SOC 2, and NACHA assessments. – Efficiency and transparency through advanced reporting, reconciliation, and funds settlement features that improve revenue capture and cash flow. – Continuous investment backed by a five-year roadmap, ensuring Nebraska benefits from emerging tools like digital disbursements, mobile wallets, and fraud prevention technologies. – Reporting and transaction management built to meet the specific needs of our government clients. – Comprehensive payments ecosystem already configured to the processor, banking, and flow of funds structure set forth by the State. 					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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In short, our value proposition is not only to meet today’s requirements on day one of this contract, but to provide Nebraska with the scale, accountability, and innovation needed to grow and sustain the State’s digital services program. While other providers may offer commodity payment processing services, only Tyler can pair best-in-class core payment processing solutions with value-added innovation to ensure Nebraska is providing a modern and leading-edge payment portfolio to agencies and Nebraskans for years to come.

PCI Compliance

Tyler safeguards the storage and transmission of payment card data using methods and processes that meet or exceed Payment Card Industry (PCI) standards. This includes securely and permanently deleting both temporary files and any dynamic memory locations where payment card data is temporarily stored after each transaction to prevent exposure of data from file or memory scraping attacker techniques. Tyler adheres to the NIST SP 800-53 Security and Privacy Controls for Information Systems and Organizations Rev. 5 for Tyler and any third parties that will be involved in provisioning payment services. In addition, Tyler employs best practices for security controls within the system, such as application security, payment processing security, staff user security, and customer user security. The system is highly secure and reliable.

Tyler protects the confidentiality of data at all points within the systems and for the entire lifecycle of the data. Tyler employs a comprehensive Security Program to protect data at all points within the infrastructure. Data governance is a substantial element of the Security Program. The data governance plans and supporting activities determine how data is classified, secured, retained, and destroyed. Our formal security controls span across all four layers of our technical security architecture. These controls establish policies, guidelines, and processes associated with the various aspects of our security program. Controls are categorized broadly as technical controls, administrative controls, and physical controls.

The proposed Payment Platform is a PCI DSS-compliant Software-as-a-Service (SaaS) solution, and Tyler payments is a PCI DSS Level 1 Service Provider. PCI compliance and security standards are core to the payment platform, and Tyler adheres closely to PCI standards for equipment, storing cardholder information, authorizations, settlements, reversals, and transmitting cardholder data. Tyler’s security solution is depicted in *Figure 2* below.



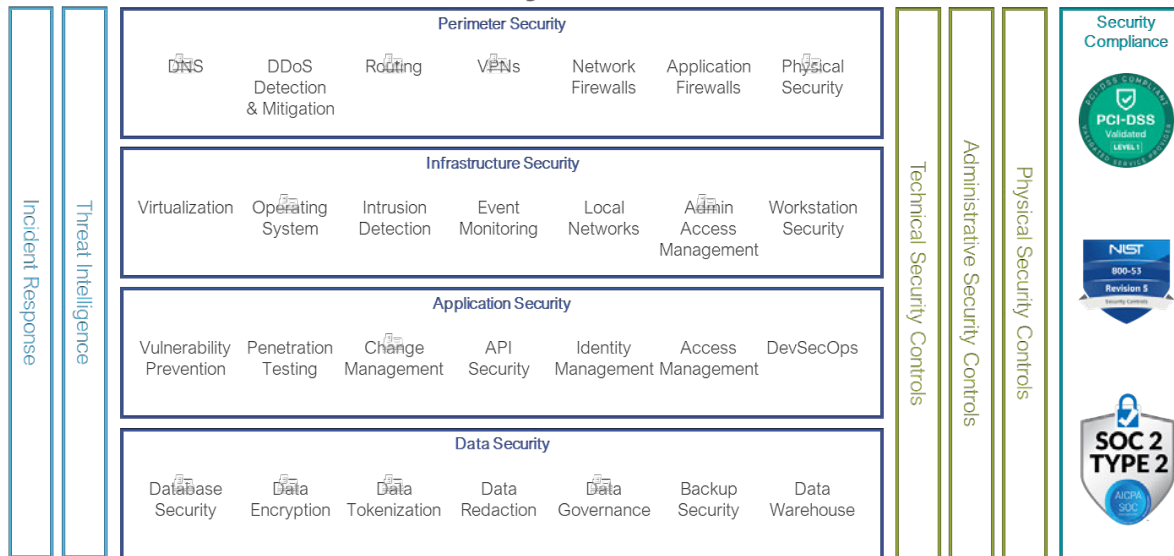
Tyler undergoes extensive third-party audits/reviews to meet and exceed the audit needs of our government partners, including:

- PCI Level 1 Service Provider Audit - PCI Attestation of Compliance (AoC)
- Sarbanes-Oxley Internal Control Audit (Tyler Consolidated)
- SSAE SOC 2 Type II Audit for the Payment Processing and Billing Systems
- Third-Party Security and Compliance Assessment
- Third-Party NACHA Audit

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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- Additional Security Procedures, including:
 - System & Application Vulnerability Scanning
 - Penetration Tests
 - Monitoring for General Security and Threat Intelligence

Figure 2: Security Architecture



Integration with the State’s Processor

The proposed Tyler payment platform is currently configured and fully integrated with the State’s payment processor, Elavon, for credit, debit, and other online payments, as well as U.S. Bank for ACH origination services. Tyler will continue to support this preferred model by the State.

Depository Accounts

We ensure that all customer payments are processed promptly and deposited into the State’s specified account, maintaining an efficient revenue and monies management cash flow across all depository banks. This applies across all card brands to ensure ease of financial reporting and reconciliation.

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>Our solution leverages our Transactional Payment Engine (TPE) technology, which serves as the central hub of our Payment Platform. During payment processing, the Payment Engine routes payment transactions to the appropriate payment processors, which perform the backend processing of the payment and ultimately deposit settled funds directly into the appropriate bank accounts.</p>					
<p>In addition to routing and coordinating payment authorization and initiation, the Payment Engine collects and aggregates payment processing data and banking data. This allows the Payment Engine to have a complete understanding of a payment during its entire lifecycle, enabling correlated research, customer support, reporting, exception handling, and data analysis.</p>					
<p>A key benefit of Tyler’s payment engine is that it can be configured to handle various flow of funds, including the unique needs of the State agencies and local government entities. The Tyler solution leverages relationships with the State’s preferred processor and sponsor banks to ensure timely and accurate settlement of funds.</p>					
<h3>Card Processing Fees</h3>					
<p>Tyler understands the State’s requirement to pass all card processing fees and associated portal payments to the merchant at cost, and our solution is currently configured to meet these requirements. Architected to be a highly configurable, Tyler’s Payment Platform is a multi-tenant, on-demand platform where core payment processing services, such as our Tyler Payments Gateway, Hosted Checkout Pages, integration microservices, encrypted POS devices, and Tyler Payments Administration reporting dashboard are “always available” and ready to be configured for the acceptance of electronic payments, which can be configured through a variety of models, including the State’s preferred model. Tyler’s flexible, multi-tiered merchant/service hierarchy-based products allow our partners to aggregate and view merchants by enterprise, agency, department, and location. Once the merchants and services are set up for a partner, Tyler configures the payment channels, payment types, integration type, flow-of-funds, batching timelines, and any other attributes that are specific to an individual merchant/service.</p>					
<h3>Payment Failures & Verifications</h3>					
<p>If a payment attempt fails due to an issue such as insufficient funds, incorrect account details, or a system error, the end user will see an error message informing them that their transaction failed. Agencies will be able to see failed transactions, with reason codes, through the Tyler payment administration module. Our approach minimizes disruptions, improves user satisfaction, and maintains transparency in financial transactions.</p>					
<p>The Payment Platform allows approved agency personnel 24/7/365 access to all reports including but not limited to the ability to look-up and research specific transactions in real-time as they occur. This reporting can also provide the ability to refund a transaction, add notes, or enable account number blocking from performing future transactions. Tyler payments provides access to the administrative interface, which is controlled at the user</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>level, agency level, and service level, ensuring users only have access to information for which they have been granted privileges as approved by the agency and as assigned by an administrator of the platform.</p>					
<p>In addition to system notifications, Tyler Nebraska proposes to follow the escalation and communication protocols that ensure immediate and transparent communication on emergencies and high-priority problems.</p>					
<ul style="list-style-type: none"> – Immediate Notification: Nebraska is notified as soon as a critical issue is detected, including events such as fraud attempts, failed settlements, or system outages. Notification occurs by phone and email to designated Nebraska contacts. – Ongoing Updates: Status updates are provided on a recurring basis until the incident is resolved, ensuring the State remains fully informed throughout the process. – Escalation Path: Issues are escalated internally within Tyler to senior management and subject matter experts as necessary, with Nebraska leadership kept aware of the escalation status. – Post-Incident Reporting: For Severity 1 issues, Tyler will provide Nebraska with a written summary that includes the root cause, corrective action, and preventative measures to avoid recurrence. – Routine Transparency: Beyond emergencies, Tyler maintains scheduled communications with Nebraska through regularly scheduled bi-weekly operations meetings and monthly reporting, ensuring issues are tracked, resolved, and visible at the board level. 					
<p>This structured approach ensures Nebraska is notified immediately, kept continuously updated, and provided with a clear resolution path whenever a high-priority problem occurs.</p>					
<h3>Collection & Transfer</h3>					
<p>Tyler will assume the risk for collection and transfer of amounts processed through Tyler services. We address the entire payment lifecycle. Government payments are more than an exchange of money. They are the most common interaction a resident has with their government. Our singular focus on the public sector allows us to look beyond a simple transaction to the entire payments life cycle, delivering a positive experience for government staff and payers at every stage — from back-end billing systems and bill presentment to payment collection, reconciliation, and reporting.</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p data-bbox="548 264 1551 561"><i>In 2020, Tyler became the e-payment collection and processing services provider for the state of Florida, providing online and in-person payment processing services to state agencies, the judicial branch, and local government units to allow them to accept payment cards and e-checks. In 2023 alone, Tyler processed \$53.3 billion on 27.7 million transactions for the state. In this contract, Tyler established a local Tallahassee-based team, supported by our national payment platform team, and followed a four-phase proven transition approach. To date, 25 agencies and commissions have gone live with Tyler payment processing services.</i></p> <p data-bbox="163 602 1915 841">The Tyler solution provides Nebraska with the ability to track the full history of all transactions, as well as provide automated end-to-end payment collection services for users. The platform simplifies reconciliation of all financial transactions by using a single point of integration for all services and payments. The platform has comprehensive self-service transaction and financial reporting tools that automates and streamlines the bank reconciliation processes, reducing the amount of time it takes to complete reconciliation and provides financial transaction transparency. Agencies can integrate efficiently with backend processes, as well as adhering to industry-standard accounting and audit processes. Within this module, all payment processing data is made available via a wide variety of reporting features. Reports range from summary reports to detail reports showing line-item level data.</p> <p data-bbox="163 889 510 927">Expense Projections</p> <p data-bbox="163 946 1871 1008">Per the requirements of the RFP, Tyler Nebraska has included expense projections for the initial five-year contract period, shown in the table that follows.</p> <p data-bbox="163 1052 1915 1222">As evidenced by these expense projections, Tyler Nebraska intends to continue to make significant investments year over year in the state's digital government program under the self-funding model. Tyler Nebraska plans to continue to increase investments in technology, personnel, and other expense categories necessary to grow the portal, should we be awarded the contract. As is also evident, we will continue to practice careful management of the revenue stream to operate as efficiently as possible, identifying ways to create robust growth for the portal without jeopardizing current service levels to which the state has become accustomed.</p> <p data-bbox="163 1268 1915 1365">These expense projections for Tyler Nebraska for the fiscal years 2026 - 2030 included herein were compiled by Tyler Nebraska management and are based on numerous assumptions and expected future growth rates for revenues and operating expenses. They are based on the following assumption:</p>				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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- Nebraska Interactive will continue to be the merchant processor and manage those costs.
- Remuneration of Margin Share is as proposed at 85% (Tyler)/15% (NSRB) as proposed in RTM 13

Each year, Tyler Nebraska will present a business plan that includes planned spending for all expense categories in the upcoming year.

Table 1: Operational Expense 5-Year Projections

	2026	2027	2028	2029	2030
Merchant Fees	3,656,938	3,777,621	4,004,278	4,244,535	4,499,207
Total Compensation	2,653,240	2,732,837	2,814,822	2,899,267	2,986,245
Training & Tuition Reimbursement	5,000	5,000	5,000	5,000	5,000
Subcontracting	160,000	160,000	160,000	160,000	160,000
Telecommunications	7,194	8,000	8,896	9,893	11,001
Travel & Entertainment	23,335	24,000	24,000	24,000	24,000
Software Maintenance & Subscriptions	85,402	85,500	85,598	100,000	116,825
Office Rent & Parking	110,220	115,000	119,000	121,000	125,000
Services	70,843	70,843	70,843	70,843	70,843
Communication Costs	3,840	3,686	3,538	3,396	3,259
Hosting-External	150,000	166,378	184,545	204,695	227,045
Support Operations	198,194	210,000	215,000	230,000	245,000

RTM #			Bidder	Subcontractor/ Affiliate	Third Party	No
	Revenue & Margin Share	1,546,049	1,512,751	1,603,517	1,699,728	1,801,711
	Depreciation	9,838	10,000	10,165	10,332	10,502
	Intercompany Product Allocation	113,046	130,000	145,000	160,000	170,000
	Hosting-Internal	1,600,000	1,639,320	1,679,606	1,720,882	1,763,172
	Corporate Services	1,600,000	1,643,140	1,687,442	1,732,940	1,779,664
	Total Expense	11,993,139	12,294,076	12,821,250	13,396,510	13,998,475

Proposed Accounting System

As a subsidiary of Tyler Technologies, Inc., a publicly traded company, Nebraska Interactive, LLC (d.b.a. Tyler Nebraska) must maintain records and produce financial statements in accordance with GAAP to meet Securities and Exchange Commission (SEC) requirements of being a publicly traded company. We are required to have established accounting and financial controls to ensure accurate financial accounting of all portal fees and expenses in accordance with Sarbanes-Oxley and the Securities Exchange Commission and that our financial statements comply with audit requirements. An annual audit of Tyler and its subsidiaries is performed, and all key financial data and controls are reviewed and opined on by an external auditor.

Tyler Nebraska utilizes three key systems that fall under the audit and controls mentioned above. Microsoft Dynamics 365 is the general ledger system for all financial reports and is the final system of record for financial statements. Tyler Nebraska also utilizes two Tyler-developed financial systems (sub-ledgers): Customer Database Billing (CDB) and the Tyler Payment Engine. These financial systems facilitate monthly billing and online transaction in an auditable and controlled environment. CDB is the customized software system offers a streamlined web tool to record and track the utilization of portal services managed by Tyler business units and to then bill customers for the use of those services. Reporting functionality is incorporated to support historical analysis and forecasting of revenues about usage of the services. The CDB functionality allows managed service pricing, customer user profiles, and access to services, as well as a data store to support audit logs. The CDB system is a central data store for recording subscriber transaction detail that is flexible enough to support the varying business processes of Tyler business units, while maintaining a standard platform for transactions, customers, services, and invoice repository for accounting practices. The Tyler Payment Engine is the transaction engine that allows for

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>secure online and point of sale transactions to be captured, processed and reported on at a transaction level. CDB and the Tyler Payment Engine files are integrated monthly into Microsoft Dynamics 365 to allow for revenue and expense reporting.</p>					
<p>Reports are generated and reviewed monthly from the key systems noted above. Real-time reporting is available from the Tyler Payment Engine for the state agencies and monthly reports generated by the GM and transmitted to the State Records Board at the end of the month for the prior month's activities.</p>					
<h2>Fraud Prevention & Security</h2>					
<h3>Fraud Techniques</h3>					
<p>To reduce fraud, Tyler will provide an online authorization service that is capable of capturing and verifying data necessary to process the card transactions electronically. Our payments platform supports the separate authorization of each transaction to accommodate the state's operating needs. During the authorization process, services can be configured to validate CVV and AVS. The complete set of payment-level security and authentication services that can be configured is listed below. Additionally, every payment transaction will be encrypted and tokenized.</p>					
<ul style="list-style-type: none"> – Address Verification Services (AVS) – The Payment Platform can validate through the credit card processing networks that the person paying knows the correct billing address for the card. The entire address can be validated, but typically only the zip code is validated since validating the street address can falsely indicate a fraudulent payment due to variances in how street addresses are represented. – CVV, CVV2, CVC2, CID, CVC validation – The Payment Platform can process these codes at the time of payment, which reduces the risk that someone without physical access to the card is making the payment. – NACHA Account Verification – The Payment Platform leverages a third-party, NACHA-approved service provider to perform required account verification checks on applicable ACH transactions. – Maximum Transaction Limits – For each service processing payments, a maximum limit on the payment amount can be configured. This minimizes the impact of fraudulent payments if they do occur and provides the ability to tailor it to the expectations of each service. – Real-Time Payment Authorization – In real-time, Tyler's Payment Platform connects to the card acquirer to verify that the card has sufficient funds to make the payment and locks these funds for a period to ensure that the funds can be captured during processing of the payment. Declined transactions provide a reason for the decline. – Validation of a CAPTCHA – CAPTCHA stands for "Completely Automated Public Turing test to tell Computers and Humans Apart." The proposed solution checkout process incorporates CAPTCHA technologies to prevent automated robots from brute force guessing payment information, since each attempt requires intervention by a human. 					

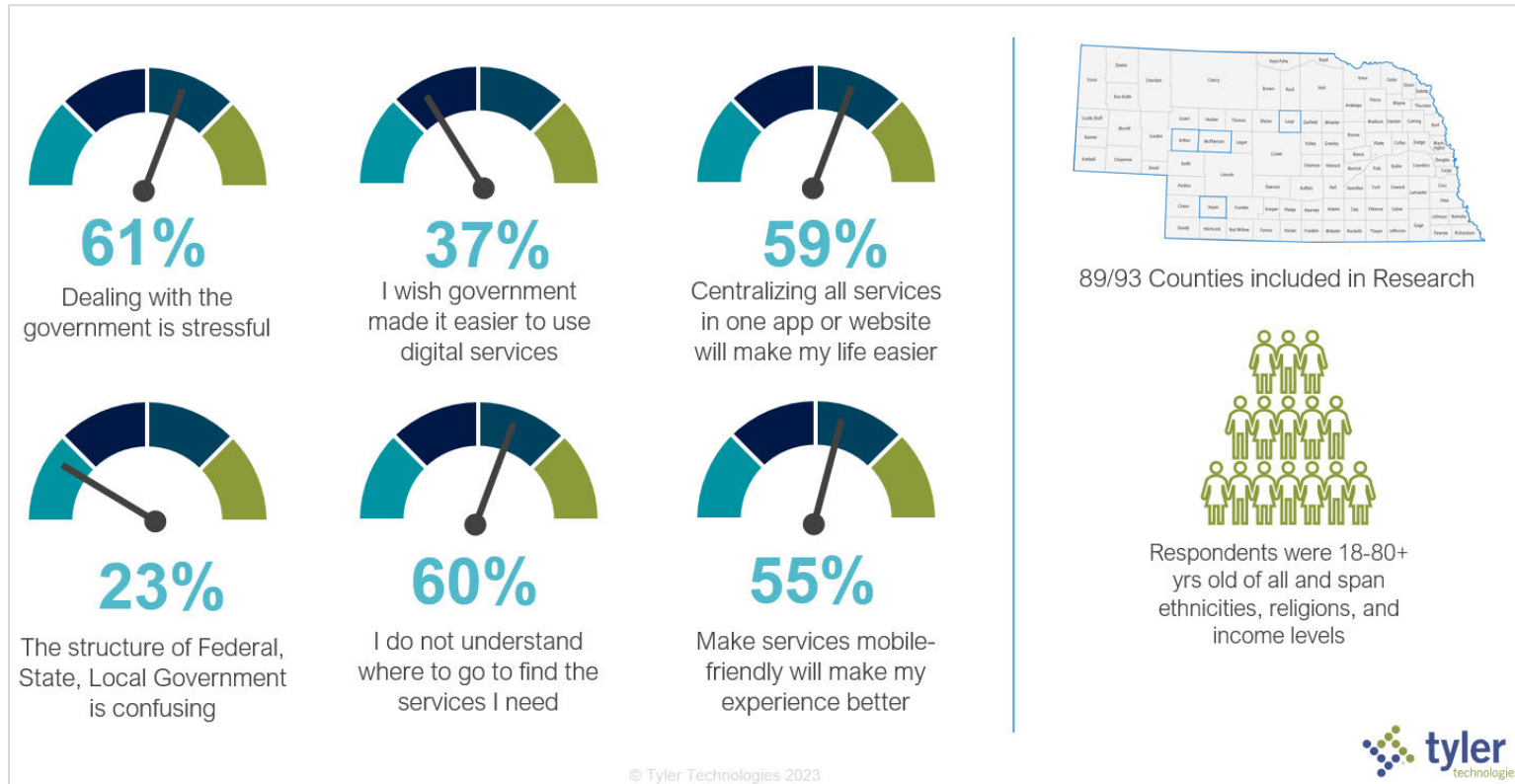
RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>Tyler systems and procedures encrypt data at rest in compliance with industry and PCI standards. Our encryption mechanisms exceed PCI compliant standards and are continually evaluated as part of our ongoing PCI, SOC 2, and third-party security assessments: Tyler employs strong field-level encryption for cardholder data that exceeds requirements and best practices in the industry. This ensures that only authorized applications decrypt this data, rendering it unreadable should it leave the cardholder data environment. It also ensures that the data is not altered after encryption. A variety of encryption technologies are incorporated throughout our security architecture:</p> <ul style="list-style-type: none"> – Transport Layer Security (TLS) is used for transport security and employs a variety of strong, modern ciphers to encrypt information exchanged between clients and users of the Tyler Payment Platform. – Sensitive data collected by the platform is encrypted in the database when at rest using Oracle’s TDE encryption and additionally encrypted in database backups. – Cardholder data is encrypted point-to-point from POS devices at read to the processor’s secure processing environment using encryption technology built into the card acceptance devices. – Using a FIPS-compliant encryption module, government user passwords are either encrypted or hashed using modern cryptographic algorithms. – Communications with card acquirers are always encrypted using transport encryption, file encryption, or both. – ACH files are encrypted using RSA encryption before transmission to the bank for processing and bank return files use similar file encryption. <p>Additionally, Tyler’s Wallet is designed to help eliminate the need for agencies to have access to cardholder information. This is accomplished through tokenization and encryption, providing a secure environment to store cardholder data, and providing a token for each stored payment method to the agency applications to support recurring payment transactions.</p> <p>Security & Privacy</p> <p>Security and privacy are of utmost importance when processing government transactions. Tyler protects the storage and transmission of payment card data using methods and processes that exceed the Payment Card Industry (PCI) standards. This includes securely and permanently deleting both temporary files and any dynamic memory locations where payment card data is temporarily stored after each transaction to prevent exposure of data from file or memory scraping attacker techniques.</p> <p>Tyler adheres to the NIST SP 800-53 Security and Privacy Controls for Information Systems and Organizations for Tyler and any third parties that will be involved in provisioning payment services. We have invested significant time and effort to ensure that our entire solution is protected against various types of threats. In addition, Tyler employs best practices for security controls within the system such as application security, payment processing security, staff user security, and customer user security. The system is highly secure and reliable, certified as such through a multi-pronged compliance program. Tyler’s centralized Corporate Security Team has security experts in-house, including a centralized incident response team, a Cyber Threat Intelligence team, and relationships with the DHS Fusion Centers, Kansas City Terrorist Early Warning (KCTEW), and the MS-ISAC.</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>Chargebacks</p> <p>Tyler’s proposed solution provides a flexible solution for Disputes and Chargebacks. When chargebacks or disputes occur, Tyler Nebraska provides a notice to the agency with information regarding the next steps as we work to resolve any dispute on the states behalf. This notice is typically leveraged by the agency to mark or backout the transaction in the system of record. Tyler will then work with the State to resolve the Chargeback. Upon winning the dispute, a representment is imported on the order in TPE and the State is notified of dispute resolution. The full life cycle of the order is maintained in-line with the original order, making it easy to see all activity from one place.</p>					
RTM 7	<p>4. Marketing and Promotion of Portal Services: Bidder must describe bidder’s experience and plan for providing Marketing and Promotion of Portal services as identified in the RFP, including promotion of services to Partners and promotion of Partner’s services to the public.</p>	✓			
<p>Bidder Response:</p> <p>Marketing & Promotion of Portal Services</p> <p>Tyler Nebraska has extensive experience marketing Portal services to both Partners and the public, and we have a dedicated marketing resource in Nebraska supported by Tyler’s broader corporate marketing team. This dual approach allows us to execute locally focused initiatives while leveraging national expertise, proven marketing programs, and best practices in driving digital government awareness and usage.</p> <p>Promotion to Partners</p> <p>We regularly promote Portal capabilities and new offerings to state and local government agencies. Our outreach includes attending and presenting at key events such as the Nebraska State Bar Association, NASCIO, the Nebraska Cybersecurity Conference, AAMVA, the National Association of Secretaries of State, and NACO. Tyler also hosts Tyler Connected States, which brings together Partners from across the country to share best practices and learn from one another. In addition, we conduct agency-specific webinars for Partners such as the DMV, Department of Transportation, and Treasurers’ offices to demonstrate new services and highlight opportunities to expand digital engagement.</p> <p>Promotion to the Public</p> <p>Tyler Nebraska also works with agencies to promote their services to citizens and businesses. We assist in drafting press releases, run social media campaigns, highlight agency successes in our newsletters, and showcase Partner achievements through award submissions and recognition campaigns. Each campaign we design is tracked for adoption rates, traffic increases, and awareness metrics, and results are shared with Partners and</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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the NSRB. We also conduct citizen market research to establish baselines for awareness and perceptions of digital government services in Nebraska, ensuring our marketing strategies reflect citizen needs and can adapt to marketplace changes. For example, Tyler's last two waves of market research in Nebraska were conducted in May 2024 and October 2025. A readout of market research conducted in 2025 appears in *Figure 3* below.

Figure 3: Citizen Engagement Market Research



Readout of market research conducted on digital government in 2025.

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>Agency-Specific Campaigns</p> <p>When Partners require tailored marketing efforts, Tyler Nebraska is able to utilize our Marketing rate identified in the Time and Material schedule to deliver campaign-specific support much like a project. These campaigns – typically designed to raise awareness of specific digital government services and drive higher usage – are executed in collaboration with agency Partners and can leverage both local Nebraska marketing resources and Tyler’s broader national marketing expertise, showcasing not only agency services but also the strength of Nebraska’s connection to the larger Tyler network.</p> <p>Plan for Ongoing Marketing</p> <p>Going forward, Tyler Nebraska will continue to provide a comprehensive, multi-channel marketing strategy that promotes Portal services to both Partners and the public. This will include:</p> <ul style="list-style-type: none"> – Ongoing event participation and targeted webinars. – Expanded use of digital media and social platforms to reach citizens. – Continued support for agencies in drafting press releases and conducting adoption campaigns. – Regular measurement of campaign impact through analytics and surveys. – Incorporation of citizen market research to adapt messaging to Nebraska’s evolving needs. – Availability of agency-specific marketing campaigns using Time and Material rates where appropriate. <p>Through this experience and structured plan, Tyler Nebraska ensures that Portal services are effectively promoted to both agency Partners and the public, driving adoption, awareness, and value for the State of Nebraska.</p>					
RTM 8	5. User and Partner Support. Bidder must describe bidder’s experience and plan for providing User and Partner Support as identified in the RFP.	✓			
<p>Bidder Response:</p> <p>User & Partner Support</p> <p>Tyler Nebraska has extensive experience providing responsive support to both citizens and agency partners. Our help desk is staffed locally from 8:00 a.m. to 6:00 p.m. CT, Monday through Friday, and serves as the first line of support so agencies are not burdened with routine user issues. Each of our services is monitored through multiple high-level and detailed monitoring tools, and we handle approximately 30,000 citizen and agency interactions per year through our IT Service Management system, Zendesk. Across this volume, we maintain a 93% satisfaction rating and resolve 90% of issues on</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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the first call. Typical requests include password resets, payment assistance, and general support for public interactions with government services, as well as website, account, financial, and application development support.

Figure 4: Support Submission Path

Level 1: Contact the Tyler Nebraska Support Desk

- Online Support Portal: nebraska.gov/apps-support-portal
- Phone Support: (402) 471-7810
- Email Support: ne-support@tylertech.com

Please call for urgent issues or escalations

Level 2: Contact your Account Manager

- Natalie Erb: natalie.erb@tylertech.com, (402) 471-7823
- Benny Ng: benny.ng@tylertech.com, (402) 471-7870
- Abigail Packett: abigail.packett@tylertech.com, (402) 817-0718
- Freddy Pika: freddy.pika@tylertech.com, (402) 471-7891

Level 3: Contact our Directors

- Technical Inquiries: Jason O'Flaherty, jason.o'flaherty@tylertech.com, (402) 500-6255
- Project Inquiries: Natalie Erb, natalie.erb@tylertech.com, (402) 471-7823

Level 4: Director of Operations

- Jay Sloan: jay.sloan@tylertech.com, (308) 293-0508

Level 5: General Manager

- Tanner Hughes: tanner.hughes@tylertech.com, (405) 416-3033

Our current practices ensure customers always have a path to resolution, as depicted in *Figure 4*. Within our ITSM system, customers can request escalation, and we maintain a comprehensive elevation plan that provides direct access to account managers, directors, the Director of Operations, and ultimately the General Manager. This escalation process is especially important for after-hours issues, where our on-call team manages outages and our ITSM platform automatically logs phone, email, and chat requests. To support partners, Tyler Nebraska provides training and documentation during onboarding of new services such as websites and payment systems, with additional training offered whenever agency staffing changes to ensure continuity of knowledge. In addition, Tyler Nebraska maintains a **robust team of technical experts located in Downtown Lincoln** who provide onsite support anywhere in the state whenever requested. All of our support options are conveniently located on all of our websites. Clicking embedded support buttons on each page dynamically routes to our standard support options, including Chat, Phone Call, Email, and a self-service portal.

Looking forward, our plan is to continue this proven support model while enhancing it through **self-service and AI-driven tools**. We are actively developing intuitive self-service portals that will allow customers to reset passwords, retrieve account information, and access validated answers directly from a knowledge base built on decades of institutional expertise. AI-powered search and chat tools will reduce wait times and streamline support, while human agents will remain available for complex or high-touch issues. This balanced approach ensures agencies, citizens, and businesses receive fast, accurate, and accessible support, while reinforcing Tyler Nebraska's commitment to quality service and continuous improvement.

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
RTM 9	6. Other. Bidder must describe bidder’s experience and plan for providing the “Other” services as identified in the RFP.	✓			

Bidder Response:

Other Services

Tyler Nebraska fully understands the “Other” services identified in the RFP and has extensive experience providing them under the current master contract. These services are essential to ensuring that the Portal remains accessible, accountable, and responsive to both agency Partners and the citizens of Nebraska. Our approach combines proven practices with continuous improvement, as outlined below.

Accessibility & Usability

All Tyler Nebraska applications and websites are developed in compliance with ADA/WCAG 2.1 AA for compliance with 508 accessibility standards and align with NITC usability guidelines. Our design process emphasizes human-centered design principles, ensuring services are intuitive, consistent, and usable on any device. Recent efforts, such as partnering with the OCIO to develop a statewide website design standard, demonstrate our leadership in establishing continuity and accessibility across Nebraska’s digital services.

Training for Partners

Training is a standard part of every new service implementation. Tyler Nebraska provides kickoff and onboarding sessions, live demonstrations, and detailed documentation when new services are launched. We also offer follow-up and refresher training on an ad-hoc basis when agency staff change or when significant updates are introduced. This ensures that Partners always have the knowledge needed to effectively use and manage their digital services.

Public Engagement & Feedback Tools

Tyler Nebraska maintains multiple channels for collecting input from citizens and Partners, including webmaster forms, service request tracking via our ITSM system, and online surveys. Each year we conduct a Customer Sentiment Survey, which measures satisfaction across 12 categories and provides a baseline for performance improvement. An example appears in *Figure 5* below. In 2025, for example, we received 99 responses with high satisfaction ratings as well as specific input that we are using to identify areas for further improvement in our delivery of services to Nebraska.

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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Feedback from surveys, service requests, and account management meetings is documented and shared with the NSRB through quarterly reports, ensuring transparency and accountability.

Figure 5: 2025 Nebraska Customer Sentiment Survey



Portal Portfolio & Partner Hours Accounting

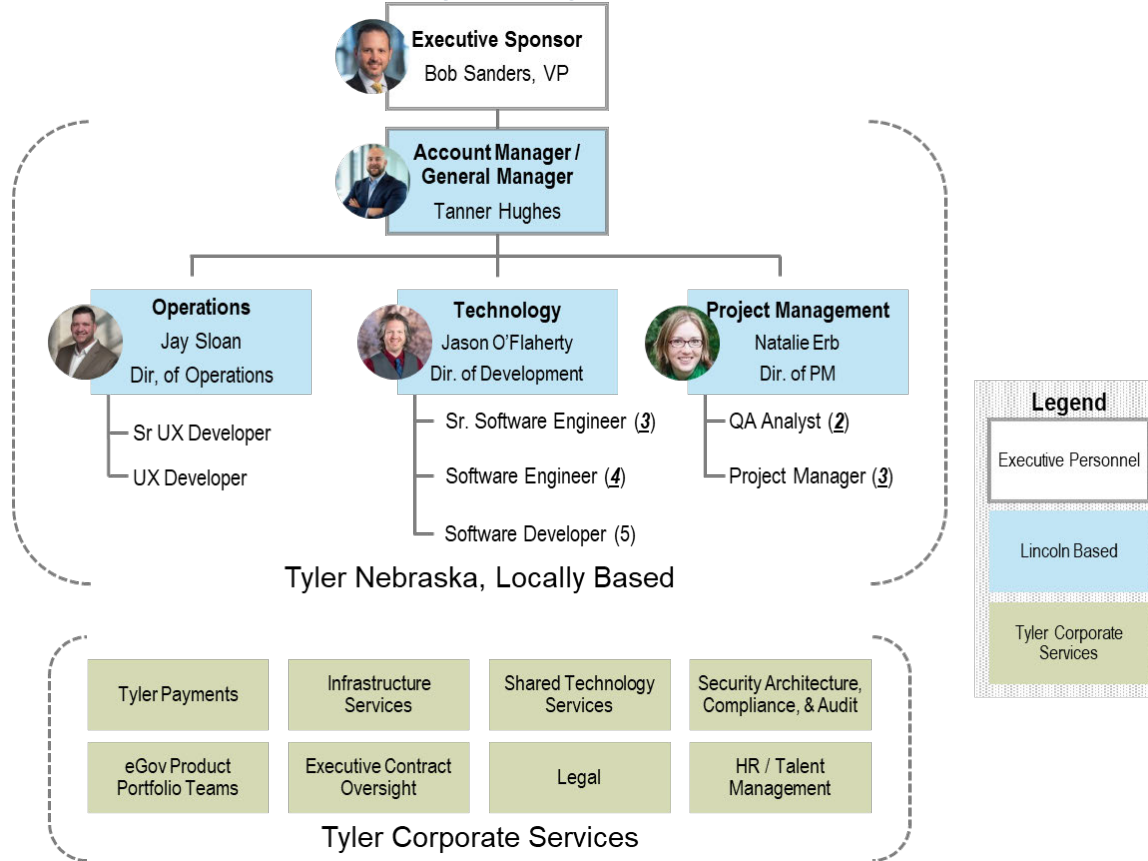
We maintain a complete Portal Portfolio, including an inventory of all applications and websites with Partner grouping, service titles, descriptions, launch dates, URLs, programming languages, database access methods, and system interfaces. This inventory is kept current and is made available to the NSRB upon request. In addition, Tyler Nebraska tracks the hours and types of services provided to each Partner, which can be reported to the NSRB at any time to demonstrate how resources are allocated across agencies.

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>Security & Disaster Recovery Reporting</p> <p>Tyler Nebraska conducts multiple security scans each month using both internal tools and an Approved Scanning Vendor (ASV) for PCI-DSS 4.0 compliance among other compliance items. We also perform a full Portal disaster recovery exercise annually and multiple tabletop exercises each year. Test results, vulnerability scans, and compliance reports are made available to the NSRB upon request, ensuring complete oversight.</p>					
<p>Ongoing Citizen Feedback Reporting</p> <p>Beyond structured surveys, Tyler Nebraska also compiles ongoing reports of webmaster questions, online comments, and idea box submissions. These insights are regularly shared with the NSRB to ensure that the voice of the citizen is reflected in Portal planning and priorities.</p>					
<p>Part V. Section F. Staffing Requirements</p>					
RTM 10	<p>Bidder must describe bidder's plan to meet all Staffing Requirements identified in the RFP and perform all work in the United States. Bidder must also include the following:</p> <ul style="list-style-type: none"> • An organization chart of the proposed staffing with minimum staff levels by position. • A staffing plan to meet all service requirements contained in the RFP, broken down by position/skill level, required for the initial Contract Period. • A staff skills matrix to summarize relevant experience of the proposed staff to include both bidder and subcontractor personnel. • A plan to ensure staff can accommodate new technologies throughout the term of the Contract. • Bidder's employment background check process for all staff and subcontractors. 	✓			
<p>Bidder Response:</p>					
<p>Organization Chart</p> <p>The following organization chart (<i>Figure 6</i> below) illustrates the commitment by Tyler to provide a dedicated, locally based team of experienced digital government professionals, all of whom are deeply familiar with the Nebraska.gov program and have long-established relationships with state stakeholders. This local team utilizes the services they provide, intimately understands the needs of Nebraskans and is committed to providing the</p>					

RTM #	Bidder	Subcontractor/ Affiliate	Third Party	No
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highest quality services to the State and its constituents. This team is supported by Tyler’s corporate technology and operational services to provide the best overall mix of local dedicated resources with proven solutions and expertise.

Figure 6: Organization Chart



Staffing Plan

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>Comprised of experienced management, technical, marketing and customer service professionals, Tyler Nebraska’s dedicated resources represent the most experienced personnel available to assist the state with its digital government agenda. If awarded a contract, our top priority is to provide continuity through dedicated personnel who are focused full-time on portal services and payment processing for the state of Nebraska. Through these existing personnel resources in Lincoln, Tyler Nebraska offers the state a team of professionals who have worked side-by-side with state and agency stakeholders to provide complementary services that build upon the successful technical foundation already established with the state.</p> <p>A breakdown of Tyler’s proposed staff by position and the corresponding required competencies are provided below.</p> <p>General Manager</p> <p>The General Manager will provide executive-level representation to the state, is fully dedicated to the digital government program, is accessible to contract stakeholders, and has the authority to ensure contract performance. The General Manager will report directly to Tyler’s Vice President of Operations, Bob Sanders, who will provide oversight of the contract and the General Manager.</p> <p>In this leadership role, the General Manager will provide the following skills:</p> <ul style="list-style-type: none"> – Provide demonstrated understanding of the self-funded model and proven ability to deliver transformative services through this framework. – Provide leadership to continuously improve quality and deliver value to state stakeholders. – Develop partnerships to expand digital government capabilities with agencies and the government partner. – Develop a working relationship with executive leadership of the government partner. – Implement processes that provided for project completion on time and on budget. – Assume responsibility for business finances. – Oversee the performance of the contract, including accomplishing goals of overall business plan. – Proactively respond to risks. – Oversee staffing, portal management, project management, marketing, and agency relations. – Manage employee payroll and HR functions. <p>Director of Operations</p> <p>As a leader of the dedicated account team, the Director of Operations reports directly to the Tyler Nebraska General Manager and provides a direct interface to state stakeholders for portal operational and marketing objectives and issues. The Director of Operations will lead a team of skilled technical and administrative digital government specialists to deliver measurable value to the State’s digital government program. This role will include the following skills/capabilities:</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<ul style="list-style-type: none"> – Oversee development and implementation of adoption and growth of program digital government services, providing strategic plans, outreach, and monitoring performance. – Deliver digital government services and support within the framework of the self-funded model. – Oversee agency projects and relationships and improve upon interactive service. – Review procedures for compliance with Sarbanes Oxley. – Provide information on day-to-day operations to the General Manager. – Manage customer service for application customers and portal users. – Marketing of e-commerce products and services. – Manage marketing staff and participate in internal interview and hiring activities. – Develop marketing plan relevant to business unit. – Develop plans to generate interactive sales and meet revenue goals. – Develop ongoing relationships with potential clients. – Manage the production of marketing materials, press releases, and articles. – Manage public relations and create advertising strategy. <p data-bbox="163 833 541 868">Director of Development</p> <p data-bbox="163 886 1890 1057">As the senior-most technical resource on the contract, the Director of Development role is integral to the successful design, development, deployment, and support of the large number of digital government services that comprise the state’s program. This role must bring demonstrable technical expertise to the digital government program that includes purpose-fit life-cycle methodologies, comprehensive understanding of infrastructure technologies, integration points with the state and back-end system architectures, software architecture models, and software and programmatic security, to name a few. Specifically, the Director of Development will provide the following responsibilities:</p> <ul style="list-style-type: none"> – Manage the design and development of complex Internet and e-commerce applications. – Manage technical staff, as well as assist with interviewing and hiring. – Evaluate and assign projects. – Oversees and coordinates the development, design, and implementation of support systems and technology, to include systems and applications software and hardware. – Manage the maintenance of all applications – Provide technical leadership – Manage payment engine for portal. – Assist in the development and updating of Disaster Recovery Manual. 				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<ul style="list-style-type: none"> – Manage coordination of development of all software delivery projects. <p data-bbox="163 337 653 370">Director of Project Management</p> <p data-bbox="163 391 1923 524">The Director of Project Management is a senior leader who oversees an organization's project management function, ensuring projects align with strategic goals of the digital government program, adhere to budgets and timelines, and are executed successfully through a team of project managers. Establishes project methodologies and best practices, managing resources and risks, communicating with stakeholders and executives, and analyzing project performance to drive improvements and operational efficiencies. Integral to this function are the following responsibilities:</p> <ul style="list-style-type: none"> – Develop and implement project management methodologies, standards, and best practices across the organization. – Lead and mentor project managers, coordinating their efforts to ensure successful project execution. – Oversee the planning, execution, and closure of multiple projects, ensuring they stay on time, within budget, and meet quality standards. – Liaise with internal and external stakeholders, including agencies, third parties, citizens, and Tyler, to provide project updates, manage expectations, and build relationships. – Develop and manage project budgets, monitor financial performance, and identify opportunities for cost savings. – Identify, assess, and mitigate project risks, develop contingency plans and solutions for issues that arise. – Monitor project metrics and performance, providing reports and recommendations for process improvements and operational efficiencies. – Manage and allocate internal and external resources effectively to meet project needs. <p data-bbox="163 922 415 954">Project Manager</p> <p data-bbox="163 976 1892 1146">The Project Manager role is essential to the design, development, timely release, and support of digital government applications and services that transform the state’s program and effectively engage citizens, businesses, third parties, and government stakeholders. Project Managers must effectively demonstrate the ability to leverage industry best project management practices to create applications that meet business and technical requirements through rigorous business analysis, understanding of the digital government program, familiarity with partner agencies, and ability to guide resources to approved plans. Specifically, the Project Manager role should:</p> <ul style="list-style-type: none"> – Oversee the entire software development lifecycle for each project, ensuring that projects conform to acceptable PM techniques. – Provide planning and execution to delivery and quality assurance – Keep projects on time and within budget. – Provide team leadership, risk management, budget management, and stakeholder communication functions. – Has a background in software development, strong technical knowledge, and excellent skills in areas like project scheduling, resource allocation, and implementing methodologies such as Agile and Scrum. 				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p data-bbox="163 264 917 293">– Leverage standard project management tools and methods.</p> <p data-bbox="163 334 781 370">Software Developer & Software Engineer</p> <p data-bbox="163 388 1913 524">The role of Software Developer analyzes user needs to design, code, test, and maintain software applications, working with cross-functional teams to develop solutions that meet specific tasks and improve existing systems. Their responsibilities include writing clean code, debugging, improving performance, creating technical documentation, and collaborating on software architecture from concept to deployment. Developers will provide strong technical skills in programming languages and data structures, along with soft skills in communication and problem-solving.</p> <p data-bbox="163 565 863 594">Specifically, Software Developers will provide the following:</p> <ul data-bbox="163 638 1923 951" style="list-style-type: none"> – Analyze user needs, business requirements, and existing systems to design software solutions and define system architecture that meets business and technical objectives of agency stakeholders. – Write efficient, scalable code in various programming languages to create new software or update existing ones. – Perform rigorous testing to identify and correct errors, improve application performance, and ensure software reliability and quality. – Work closely with project managers, designers, and other team members to gather requirements, discuss progress, and implement new functionalities. – Create and maintain technical documentation, including system specifications, user manuals, and code guidelines. – Provide ongoing technical support, troubleshoot issues, and perform maintenance on existing software systems. – Stay updated on new technologies, frameworks, and best practices to enhance development efficiency and stay competitive. <p data-bbox="163 992 373 1027">UX Developer</p> <p data-bbox="163 1045 1902 1214">The User Experience (UX) Developer’s job description centers on ensuring products are user-friendly, efficient, meet accessibility requirements, and meet user needs through research, design, and testing. Key responsibilities include conducting user research, creating wireframes and prototypes, collaborating with cross-functional teams (like developers, product managers, and clients), performing usability testing, and iterating on designs to improve the overall user experience. UX Developers provide empathy, communication, strong research and analysis abilities, proficiency with design software, and a solid understanding of user-centered design principles.</p> <p data-bbox="163 1255 491 1284">Key responsibilities include:</p> <ul data-bbox="163 1328 1587 1395" style="list-style-type: none"> – Conduct user interviews, competitive analysis, and user testing to understand user needs, pain points, and behaviors. – Create site maps and information architecture to organize content effectively. 					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<ul style="list-style-type: none"> – Develop wireframes, user flows, and high-fidelity prototypes to visualize product designs. – Perform usability tests on software and website features to identify and resolve issues before launch. – Work with product managers, UI designers, writers, and developers to ensure a unified product experience. – Use feedback and data to refine designs and improve user experience over time. – Keep abreast of new design trends, technologies, and best practices. – Design with accessibility in mind. <p data-bbox="155 511 331 548">QA Analyst</p> <p data-bbox="155 565 1942 669">The Quality Assurance (QA) Analyst ensures product quality by designing and executing test plans, identifying defects, and documenting issues for resolution. Key responsibilities include developing test cases, analyzing results, maintaining quality standards, and collaborating with development and product teams to improve the product lifecycle and enhance user satisfaction.</p> <p data-bbox="155 706 472 738">Primary functions include:</p> <ul style="list-style-type: none"> – Design, develop, and execute test plans, test cases, and test scripts to verify product functionality, performance, and user experience. – Identify, document, track, and report software defects, bugs, and inconsistencies, working with development teams to resolve issues. – Develop and maintain quality standards, ensure products adhere to design specifications and industry compliance, and perform audits. – Analyze current testing processes and project performance to identify areas for improvement and contribute to a culture of quality. – Create and maintain test documentation, including test plans, test cases, and detailed reports of quality assessments and findings. <p data-bbox="155 990 577 1027">Extended Corporate Teams</p> <p data-bbox="155 1044 1942 1148">In addition to our Nebraska-based operations team, Tyler Nebraska is supported by a network of dedicated corporate teams that provide scalable, specialized expertise to strengthen and sustain our Portal operations. These centralized functions enable the Nebraska team to focus on delivering mission-critical services to our partners while ensuring operational excellence, compliance, and innovation.</p> <p data-bbox="155 1153 955 1185">Our most frequently engaged corporate support functions include:</p> <ul style="list-style-type: none"> – Infrastructure & Hosting: Manages and maintains the secure, redundant environments that power Nebraska’s digital services across Tyler’s data centers and approved cloud platforms. – Payments: Oversees the ongoing stability, compliance, and evolution of Tyler’s national payment services, supporting Nebraska’s PCI-DSS compliant payment ecosystem. 					

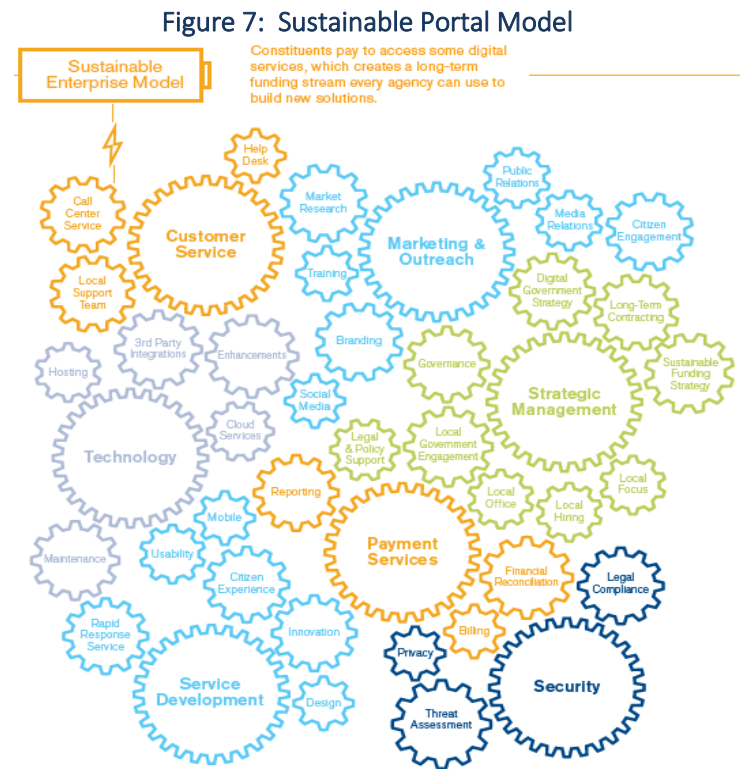
RTM #	Bidder	Subcontractor/ Affiliate	Third Party	No
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- **Marketing:** Coordinates community engagement initiatives, outreach campaigns, and partner success stories to drive awareness and adoption of online services.
- **Security:** Ensures end-to-end protection through policy enforcement, vulnerability management, and continuous monitoring aligned with NIST SP 800-53 and other industry standards.
- **Customer Experience:** Monitors service quality and customer satisfaction across the enterprise, providing insight through surveys and analytics to continually enhance user experience.
- **Platform:** Develops, maintains, and expands the **Tyler Application Platform** — the foundation of many modernized Nebraska solutions—ensuring scalability, reliability, and integration flexibility.
- **Legal:** Provides governance and oversight of contracts, licensing, and compliance, ensuring all work aligns with Nebraska statutes and contract requirements.
- **Human Resources:** Recruits, trains, and retains highly skilled professionals dedicated to public sector service, ensuring the right expertise is available to meet Nebraska’s evolving needs.

Together, these corporate support units operate as an integrated extension of the Tyler Nebraska team — each one a vital cog in a well-coordinated system that delivers reliability, innovation, and value to the State and its citizens.

Staff Skills Matrix

The following staff skills matrix aligns digital government competencies with Tyler’s proposed staffing roles, which are described in more detail above.



RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>introduced tap-to-pay and Apple Pay capabilities in payment services, and implemented AI-driven tools such as the Nebraska AI Resident Assistant. Each of these initiatives required staff to learn and adopt new platforms, frameworks, and standards while maintaining service continuity.</p> <p>Our plan to sustain this capability includes a combination of continuous training, corporate knowledge sharing, and structured evaluation. Locally, our team engages in ongoing professional development and vendor certification programs to stay current on cloud technologies, security standards, and accessibility guidelines. We also leverage the broader Tyler Technologies corporate R&D resources and expertise, which provide Nebraska with access to innovations and best practices being implemented across the country.</p> <p>To guide adoption, we maintain a structured process for evaluating emerging technologies, testing them in controlled environments, and planning implementations that align with NITC standards, OCIO policies, and NSRB oversight. This ensures new solutions are both technically sound and policy compliant. Finally, we apply lessons learned from each modernization project through post-project retrospectives, building organizational knowledge that enables smoother adoption of future technologies.</p> <p>Through this proactive, collaborative, and disciplined approach, Tyler Nebraska ensures that staff are consistently prepared to accommodate new technologies, enabling the State of Nebraska to continue delivering innovative, efficient, and citizen-focused digital services.</p> <h3>Tyler Employment Background Check Process</h3> <p>All Tyler new hires are required to complete a pre-employment background check screening via our third-party provider, Sterling/First Advantage. Our search criteria include searching county criminal (10 years), statewide criminal (10 years), federal criminal (10 years), DOJ sex offender search (max one jurisdiction), SSN trace, US identity verification (max one jurisdiction), criminal enhanced nationwide search (max one jurisdiction), and employment verifications run.</p> <p>If a candidate has a “hit” returned on a check, the instance is adjudicated by Sterling/First Advantage & Tyler HR with several considerations:</p> <ul style="list-style-type: none"> – State/Federal Legislature on statute of limitations and age of charge – Any unique legislation to the particular area of employment – Contract requirements and obligations – The nature of the charge in relation to a candidate's core job duties <p>Subtractors go through a slightly abbreviated background screening process. On a rare occasion Tyler will get a signed attestation to background check completion from certain staffing agencies that run their own background checks.</p>				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>Any Tyler Technologies developer or staff member who works directly with Nebraska State Patrol (NSP) systems—or with any systems that may access Criminal Justice Information Systems (CJIS) data—is required to undergo a Nebraska State Patrol fingerprint-based background check prior to being granted system access. This process ensures that personnel handling sensitive criminal justice information meet all state and federal CJIS security requirements. Tyler Nebraska coordinates directly with the Nebraska State Patrol to schedule and complete these fingerprint background checks, ensuring compliance, accountability, and the highest standards of data protection and personnel integrity.</p>					
<p>Part V. Section G. Business Plan</p>					
RTM 11	<p>Bidder must describe bidder’s understanding of and plan to fulfill the Business Plan requirements identified in the RFP and include an outline of sections to be included in the Business Plan.</p>	✓			
<p>Bidder Response:</p> <p>Business Plan Requirements</p> <p>Tyler Nebraska understands that the annual Business Plan is the foundation for NSRB oversight and strategic direction of the Portal. We currently prepare and submit a comprehensive Business Plan each year, and it is reviewed and approved by the NSRB. Our Business Plans already include the required sections outlined in the RFP, and we will continue to build on this process to ensure full compliance and transparency as we deliver Business Plans under the new contract.</p> <p>Specifically, each Tyler Nebraska Business Plan will include:</p> <ul style="list-style-type: none"> – Existing Services – A summary of our management of 1,300+ active services, including project management processes, modernization initiatives, and service lifecycle support. – Marketing – A description of our centralized marketing strategy, including dedicated Portal marketing resources, promotion of Partner services, and participation in statewide conferences. – User and Partner Support Plan – Details on our help desk operations, account management practices, and agency account review meetings. – User and Partner Feedback – Summaries of our annual Customer Sentiment Survey, one-on-one meetings with Board members, and feedback gathered through account reviews. – Innovation and Efficiency – Proposals for continuous improvement, such as the items identified in RTM 25. – Portal Expansion – New service opportunities identified through the Nebraska Project Hub, agency needs assessments, and expanded partnerships. – Self-Funding Model – A description of how we balance revenue-generating and non-revenue services to sustain the Portal. 					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<ul style="list-style-type: none"> – Staffing – An updated organization chart, supported by a skills matrix outlining staff experience, with inclusion of subcontractor roles. – Subcontractors – Required subcontractor details, including name, address, phone, tasks, and percentage of hours. – Finance and Accounting – A financial plan with revenue and expense projections, budget updates, and any changes to accounting or payment practices. – Version Control Plan – Our strategy for keeping hardware, software, infrastructure, and payment devices current while maintaining uninterrupted operations. <p>Our outline for the Business Plan which incorporates all the RFP identified requirements above follows:</p> <p>Tyler Nebraska Business Plan – Outline</p> <ol style="list-style-type: none"> 1. Letter from General Manager 2. Existing Services <ul style="list-style-type: none"> ■ Management of the current active services ■ Version Control Plan ■ User and Partner Feedback 3. Payment Services <ul style="list-style-type: none"> ■ Payment Processing Innovation and Security ■ Elevating Security Standards 4. Portal Growth <ul style="list-style-type: none"> ■ Project Intake with the Nebraska Project Hub ■ Key User and Partner Themes for growth ■ Innovation and Efficiency topics ■ Specific Areas of Opportunity 5. Expanding Partnerships <ul style="list-style-type: none"> ■ Centralized Marketing Expertise 6. Financial Performance (Budget 2025) <ul style="list-style-type: none"> ■ Accounting Services ■ Balancing Revenue and Non-Revenue 7. Accountability Chart <ul style="list-style-type: none"> ■ Subcontractor Information 				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>By continuing to include each of these components, Tyler Nebraska ensures the Business Plan reflects both RFP requirements and the evolving needs of Nebraska’s agencies, citizens, and businesses. This approach guarantees that the NSRB receives a clear, comprehensive view of Portal operations, finances, growth opportunities, and innovation each year.</p>					
<p>Part V. Section H. Reporting Requirements</p>					
RTM 12	<p>Bidder must describe bidder’s understanding of and plan to fulfill the Reporting requirements identified in the RFP.</p>	✓			
<p>Bidder Response:</p> <p>Reporting Requirements</p> <p>Tyler Nebraska fully understands the reporting provisions outlined in the RFP and has extensive experience preparing and submitting each of these reports under the current master contract. We recognize that these reports are a core mechanism for the NSRB to provide oversight and ensure transparency into the operations, finances, and performance of the Portal.</p> <p>Our current practice already aligns with the RFP requirements, and our plan is to continue to deliver all reports timely, accurately, and in the formats approved by the NSRB. Specifically:</p> <ul style="list-style-type: none"> – Annually, we provide a commercially audited financial report, Business Plan, data center certifications, PCI-DSS Attestation of Compliance, and audits covering internal controls and data security. – Quarterly, we deliver a Project Priority Report and a Management Report, which together provide the NSRB with project progress, usage analytics, uptime and response time reports, financials, staffing updates, marketing efforts, innovation and efficiency measures, and service hours allocation. – Monthly, we submit detailed Payment Statements to the NSRB, accompanied by itemized breakdowns of all payments by service, volume activity, and revenue. Partner-specific itemized statements are also provided directly to each agency. – Bi-Weekly, we provide Project Status Reports and update the publicly available online dashboard, ensuring real-time transparency into all active projects. – Other Reports, including the full Application Portfolio, Partner-level service hours, disaster recovery test results, and survey/feedback reports, are prepared and delivered as requested. We also comply with NITC standards for Project Status Reporting on Enterprise Projects. <p>Our plan is to continue producing these reports in the same cadence, format, and depth as outlined, leveraging automated reporting tools and internal audit procedures to ensure accuracy and timeliness. Additionally, we view reporting not only as a compliance obligation, but as an</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>opportunity for continuous improvement. Each report is reviewed internally and used to refine operations, improve agency and citizen experiences, and strengthen alignment with NSRB priorities.</p>					
<p>Part V. Section I. Network Manager Remuneration</p>					
RTM 13	<p>Bidder must describe bidder’s understanding of and plan to operate within the Current Funding Model identified in Section V. Paragraph D of the RFP, with emphasis on the following:</p>	✓			
	<ul style="list-style-type: none"> • Bidder receiving eighty percent (80%) of Margin Services and the NSRB receiving twenty percent (20%) of Margin Services. 	✓			
	<ul style="list-style-type: none"> • Subscription fees continuing at \$100.00. 	✓			
	<ul style="list-style-type: none"> • Bidder’s anticipated expense projections for operating the Portal, including all overhead and direct project costs 	✓			
	<ul style="list-style-type: none"> • Bidder’s plan for operating within the Self-funding Model, including how bidder will balance revenue generation and non-revenue generating services. 	✓			
<p>Bidder Response:</p> <p>Current Funding Model</p> <p>Tyler Nebraska has deep experience operating under the self-funding model defined by the Nebraska State Records Board (NSRB). We understand the requirements outlined in the RFP, including the current revenue split, subscription fee structure, responsibility for expense projections, and the balance of revenue and non-revenue services. Our approach has sustained the Portal for more than two decades, ensuring agencies and citizens gain access to modern, secure, and accessible services without reliance on State appropriations.</p> <p>Margin Services</p> <p>Tyler Nebraska has successfully operated under the current model in which 80% of Margin Services revenue is retained by the Portal Manager and 20% is remitted to the NSRB. Transactional revenues provide the foundation that allows us to deliver nearly 1,300 services, the majority of which are available to agencies at no direct cost. This model ensures that agencies and citizens receive valuable services while maintaining financial sustainability.</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>Over the past three years, Tyler Nebraska has reinvested more than \$4 million to modernize applications by migrating them to the Tyler Application Platform, Engagement Builder, and secure cloud environments. These investments have reduced technical debt and strengthened the State’s digital service infrastructure.</p> <p>Based on this track record and the operational realities of maintaining these investments, Tyler Nebraska proposes that NSRB adjust the current Margin Services split from 80/20 to 85/15. This change will:</p> <ul style="list-style-type: none"> – Sustain and expand recent modernization efforts. – Cover increased operational costs under the new contract term. – Ensure agencies and citizens continue to receive a high percentage of services at no cost. <p>For clarity, as it operates today, Tyler Nebraska will retain all revenue on services delivered via Time and Material, Software as a Service (SaaS), and Subscription fee services as mutually agreed upon between the contractor and the state partner as applicable. Margin share services are only applicable to transactional revenue allowed to the extent of Nebraska state law (Executive Branch, City, County partners).</p> <p>This proposal balances long-term sustainability for the Portal with continued oversight and revenue for the NSRB.</p> <p>Subscription Fees</p> <p>Tyler Nebraska understands and will continue to operate under the existing subscription model, maintaining the \$100 annual subscription fee. This affordable structure provides predictable access for professional users such as law firms, banks, title companies, and other organizations that rely on premium or bulk services like court records or driver history records. This fee is kept this low to encourage subscriber enrollment and only reflects the costs we bear to oversee the subscriber program, such as complying with DPPA, and the system it takes to support subscriber enrollment.</p> <p>The subscription model has proven effective in ensuring equitable access while generating recurring revenue that supplements transaction-based income. This dual structure supports the self-funding model and ensures agencies and citizens benefit from modernized services without requiring new appropriations.</p> <p>Expense Projections</p> <p>Tyler Nebraska has sustained experience preparing and submitting expense projections through the Annual Business Plan and quarterly management reports reviewed by the NSRB. These projections ensure transparency into how Portal revenues are allocated and reinvested. We have provided</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>detailed expense projections for operating the Portal, and projected an estimate of amortized costs of hardware, software, and fixtures, and other operating costs by category for each year of the initial Contract period in our response to RTM 6 above.</p> <p>Our expense projections include:</p> <ul style="list-style-type: none"> – Personnel costs – salaries, benefits, and professional development for dedicated Nebraska staff and shared corporate resources. – Hosting and infrastructure – private and public cloud environments, data centers, storage, backups, and disaster recovery. – Operations and support – help desk, customer service, monitoring, and account management. – Project delivery – development, modernization, and partner-specific projects. – Marketing and outreach – promoting Portal services to agencies and citizens. – Overhead and administration – office facilities, insurance, utilities, and compliance. <p>In recent years, Tyler Nebraska has demonstrated the ability to fund these expenses while reinvesting heavily in modernization, including the \$4 million investment in platform migration and system upgrades. Going forward, we will continue providing transparent, detailed expense projections as part of the annual Business Plan.</p> <p>Self-Funding Model / Balance of Revenue and Non-Revenue Services</p> <p>The Nebraska Portal has always operated under a self-funding model, and Tyler Nebraska has a proven record of delivering services within this framework as the Network Provider for the last 30 years under this model. This model ensures services are sustained by transaction revenues and subscription fees rather than appropriations, creating a fair and balanced approach to digital government.</p> <p>Tyler Nebraska balances revenue and non-revenue services through three key practices:</p> <ol style="list-style-type: none"> 1 Maximizing value for agencies and citizens – Approximately 45% of services are non-revenue generating, yet remain vital to transparency, accessibility, and agency communication. These continue to be delivered at no cost to agencies, demonstrating the strength of the self-funding model. 2 Leveraging transaction revenues – Revenue-generating services such as payments, licensing, and record access provide the financial foundation that enables free informational services and transparency tools. 3 Reinvesting in modernization – By reinvesting transaction revenues, Tyler Nebraska delivers innovation such as AI-driven citizen services, the Nebraska Project Hub, and secure cloud migrations. 				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>This balance ensures that the Portal remains sustainable, that agencies can expand digital offerings without new appropriations, and that citizens benefit from innovation and transparency at no added cost.</p>					
<p>Part V. Section J. Regulation of Portal Fees by the NSRB</p>					
RTM 14	<p>Bidder must describe bidder’s understanding of and plan to operate within the Regulation of Portal Fees identified in the RFP.</p>	✓			
<p>Bidder Response:</p> <p>Regulation of Portal Fees</p> <p>Tyler Nebraska fully understands that the Nebraska State Records Board (NSRB) retains statutory authority to regulate and approve all Portal fees before implementation. Our role as Network Manager is to provide analysis and recommendations that demonstrate sustainability, fairness, and value to both agencies and citizens. We work closely with agency partners to develop proposed fee structures and submit them to the NSRB for consideration, ensuring that each proposal aligns with the State’s self-funded model and minimizes the financial burden on taxpayers.</p> <p>As part of this process, we collaborate with the NSRB to utilize established standard business and citizen processing rates, which streamline approval of recurring or standard services. For unique or new offerings, we present proposals directly to the full Board for review and approval, providing detailed financial models, demand assessments, and proposed Terms & Conditions. This ensures that all fees are transparent, equitable, and aligned with Nebraska’s commitment to delivering broad access to digital government services.</p> <p>Our track record demonstrates the success of this model. In 2024 alone, Tyler Nebraska completed 278 projects and enhancements, with 268 (over 96%) funded entirely by transactional revenue, and only 10 funded through time-and-materials. In addition, ~99.2% of all revenue was delivered at no direct cost to state agencies. This effective use of transaction revenue allows the Portal to remain financially sustainable while also providing broad public benefit — nearly half of all services (541 applications) are delivered entirely in-kind at no cost to agencies, citizens, or businesses.</p> <p>By leveraging transaction-based funding, Tyler Nebraska ensures that essential government services remain accessible to every Nebraskan, regardless of their ability to pay. This model strikes the balance between innovation, sustainability, and public value, while ensuring that all fees are properly reviewed and approved under the NSRB’s oversight.</p>					
<p>Part V. Section K. Technical Overview</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
RTM 15	Bidder must describe bidder's experience, understanding of, and plan for compliance with the Technical Overview requirements identified in the RFP, with emphasis on the following:	✓			
	1. Business continuity and disaster recovery.	✓			
	2. Performance monitoring and problem resolution.	✓			
	3. Platform requirements.	✓			
	4. Secure communications with the State.	✓			
	5. Data storage, replication, and backup.	✓			
	6. Hosting environment (to the extent not addressed in RTM 2 above).	✓			
	7. Maintenance.	✓			
	8. Version control, including plan to address version control within the required annual business plan.	✓			
	9. Data Security Requirements.	✓			

Bidder Response:

Technical Overview (Section K)

Tyler Nebraska has successfully hosted and managed Nebraska's digital government services for more than two decades, and we fully understand the technical requirements outlined in Section K of the RFP. Our approach combines robust infrastructure, disciplined operational processes, and continuous innovation to ensure that the Portal operates in a secure, reliable, and compliant environment. Below, we address each of the required focus areas in detail.

1. Business Continuity & Disaster Recovery

Tyler Nebraska has built resiliency into every layer of the Portal infrastructure. Our continuity model is based on live geo-redundant replication, automated failover, and defined recovery objectives. We test our disaster recovery strategy regularly and report results directly to the NSRB, ensuring transparency and confidence in our ability to recover services quickly.

- Geo-redundant Tier IV data centers in Virginia and Texas with live replication enable seamless failover.
- A full failover of all 1,300 services can be achieved in around 15 minutes.
- RTO: 2 hours during business hours; 3 hours during off-peak (7 p.m.–7 a.m. CT).

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<ul style="list-style-type: none"> – RPO: near-zero due to replication. – Daily encrypted, deduplicated backups are maintained in geo-redundant storage. – Annual DR test plus multiple tabletop exercises validate processes; outcomes shared with NSRB. – Agencies may participate during DR tests when failover scenarios extend beyond internal testing. <p data-bbox="149 440 909 475">2. Performance Monitoring & Problem Resolution</p> <p data-bbox="149 493 1881 594">Proactive monitoring and rapid incident response are central to Tyler Nebraska’s operations. We provide uptime and performance reports to the NSRB, maintain severity-based response SLAs, and use a structured Incident Command process for escalation. Communication is transparent, with agencies, the NSRB Executive Director, and the State CIO being notified during outages.</p> <ul style="list-style-type: none"> – 24/7 monitoring using Nagios, StatusCake, and other tools, supported by our corporate NOC. – Public-facing project performance dashboard; monthly uptime reports; detailed quarterly reporting. – Severity-based SLAs for incident response and resolution (Severity 1–4). – Major incidents are managed through a formal Incident Command process. – Post-incident retrospectives include root cause analysis, timeline, and corrective actions. – Impacted agencies receive targeted notifications; NSRB Executive Director and State CIO are always notified. <p data-bbox="149 883 552 919">3. Platform Requirements</p> <p data-bbox="149 937 1890 1037">The Portal is developed and hosted on modern, secure platforms that support scalability, integrations, and accessibility. Our application design is based on multi-tier architecture with clear environment separation, secure APIs, and compliance with NITC standards and ADA/WCAG accessibility. We also leverage Tyler’s proprietary platforms and cloud-native solutions to support Nebraska’s digital transformation.</p> <ul style="list-style-type: none"> – Multi-tier architecture (web, application, database). – Dedicated development, test, and production environments. – Secure APIs, VPN tunnels, SFTP, and web services for system integration. – Support for modern standards (REST, JSON, XML). – Development stack includes Grails, Groovy, Java, Perl, JavaScript, and Drupal. – Cloud-native development using Java and Python with AWS Lambda/EventBridge. – Proprietary platforms: Engagement Builder (Azure Gov Cloud, containerized, Kubernetes, .NET), Tyler Application Platform (AWS Gov + commercial, serverless SaaS), Tyler Payment Platform. – Code managed in GitHub Enterprise with CI/CD pipelines via GitHub Actions. 					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<ul style="list-style-type: none"> – Applications are browser-agnostic, mobile responsive, and fully ADA/WCAG compliant. <p data-bbox="155 337 783 370">4. Secure Communications with the State</p> <p data-bbox="155 391 1860 451">All communication between Tyler Nebraska and the State is encrypted and governed by industry standards. We require TLS for encryption, apply strong access controls, and align with NIST standards through annual third-party assessments.</p> <ul style="list-style-type: none"> – Minimum of TLS 1.2 required for all data in transit; TLS 1.3 supported where possible. – AES-256 encryption used for data at rest. – Role-based access control (RBAC), MFA, and full audit logging. – VPN tunnels used where required by OCIO for state system connections. – Service-to-service authentication follows secure API and integration practices (not certificate-based). – Annual third-party assessment against NIST SP 800-53 Rev. 5; Tyler aligns with each new revision in the next annual cycle. – Software Development Lifecycle (SDLC) with change management, code reviews, and customer notification. <p data-bbox="155 781 739 813">5. Data Storage, Replication, & Backup</p> <p data-bbox="155 834 1877 894">Data integrity is maintained through a mix of SANs, cloud object storage, and deduplicated encrypted backups. Replication ensures near-zero data loss, while disaster recovery failovers validate restoration.</p> <ul style="list-style-type: none"> – Private cloud uses SAN storage; cloud products use object storage, blob storage, and data lakes. – Live geo-redundant replication between Virginia and Texas ensures smooth and quick cutovers during a disaster. – Daily encrypted, deduplicated backups. – DR failovers validate backup recoverability. <p data-bbox="155 1117 520 1149">6. Hosting Environment</p> <p data-bbox="155 1170 1906 1230">Tyler Nebraska provides hosting in secure Tier IV data centers and cloud platforms, all reviewed and approved by the OCIO Cloud Review Board prior to any new cloud-hosted system. Our hosting model combines robust uptime SLAs with layered security controls.</p> <ul style="list-style-type: none"> – Tier IV data centers in Virginia and Texas; AWS, Azure, Pantheon cloud services. – All cloud-hosted services reviewed and approved by the OCIO Cloud Review Board prior to deployment of any cloud hosted system. – 99.9–99.95% uptime SLA. – Firewalls, IDS/IPS, WAFs, and CDNs for traffic throttling and DDoS mitigation. 					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<ul style="list-style-type: none"> – Monthly patching: Each major technology team (Windows, Linux, Networking) plans and executes patching activities monthly. Division security staff monitor for updates outside of regular cycles and verify production patching after testing in non-production environments. – SIEM in use for centralized log monitoring and correlation (tool name withheld for security purposes). 					
<h3 style="color: #808000;">7. Maintenance</h3>					
<p>Our maintenance approach balances stability with modernization. We follow rolling lifecycle schedules for hardware/software, leverage cloud-enforced version control, and use scheduled maintenance windows that minimize disruption. All changes are coordinated and communicated with impacted agencies.</p>					
<ul style="list-style-type: none"> – Rolling lifecycle schedule for servers and OS/hardware upgrades. – Cloud platforms enforce lifecycle currency automatically. – Servers patched Sundays 12–2 a.m. – Service deployments with downtime scheduled Tue/Wed/Thu pre-business; exceptions made on request. – Many deployments are zero-downtime. – Agencies are notified of impacts through change management process. 					
<h3 style="color: #808000;">8. Version Control</h3>					
<p>Version control ensures Nebraska’s technology environment remains current and transparent. Tyler Nebraska uses GitHub Enterprise for source code, maintains version histories, and reports software/hardware version status in the annual Business Plan to the NSRB.</p>					
<ul style="list-style-type: none"> – All source code and configuration are managed in GitHub Enterprise with CI/CD pipelines. – Dev, Test, Prod environments enforce controlled promotion. – Version matrices and upgrade cadences for frameworks, databases, and devices are documented and provided annually in the Business Plan, in alignment with RFP requirements. – Annual Business Plan includes a version control section documenting current versions and upgrade schedules. 					
<p>In addition, consistent with <i>Appendix E</i> of the current Master Contract and applicable product licenses, certain proprietary software systems are excluded from version control requirements. For these applications, Tyler’s proprietary software platforms are built and managed on its own version control methodology, which are kept up to date as part of the Software development lifecycles and subject to data security requirements outlined in RTM 15 Section 9 below.</p>					

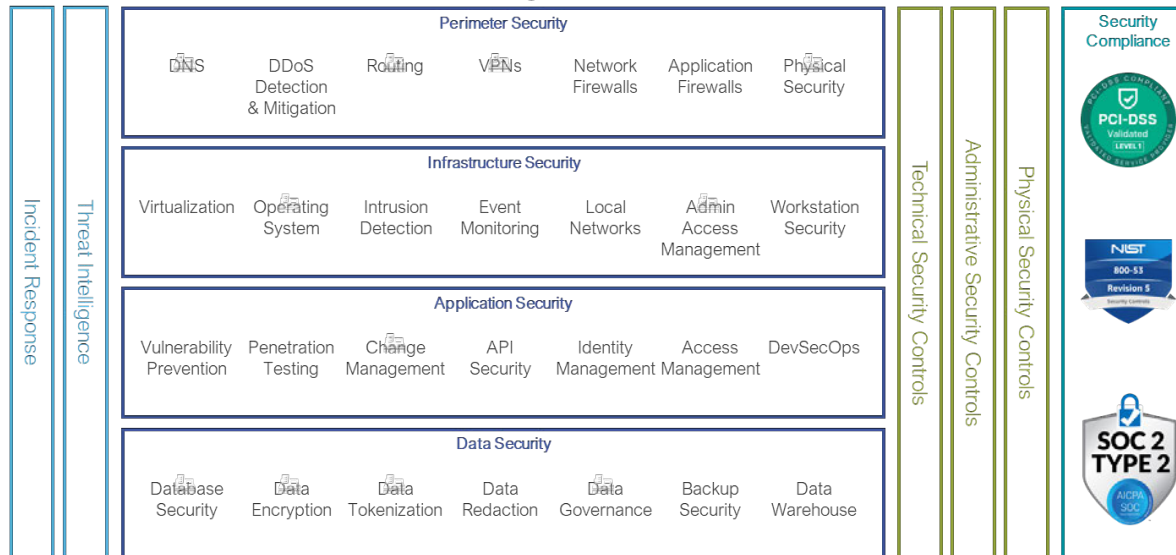
RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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9. Data Security Requirements

Tyler Nebraska maintains a strong security posture validated through PCI-DSS 4.0 compliance, penetration testing, and adherence to HIPAA, IRS 1075, and DPPA. All findings are tracked against strict remediation SLAs, and annual compliance reports are provided to the NSRB. *Figure 8* provides a high-level security architecture.

- Multiple monthly vulnerability scans, including PCI ASV scans.
- Findings categorized with remediation SLAs: Critical = 7 days, High = 30, Medium = 90, Low = 180.
- PCI-DSS 4.0, HIPAA, IRS 1075, DPPA compliance supported.
- MFA, RBAC, encryption, and audit logging enforced.
- Penetration testing performed 4–6 times annually on targeted applications, with monthly external vulnerability scans supplementing.
- Mandatory company-wide security awareness training for all Tyler employees.
- Audits: Payment processing applications undergo annual SOC 2, NIST SP 800-53 Rev. 5, and PCI DSS audits

Figure 8: Security Architecture



RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>The diagram above is a high-level overview of the layers of Tyler’s security program. The application of a layered security approach provides multiple levels of protection, each of which, while providing a strong layer of security, is not the only obstacle preventing unintended information disclosure. By layering the protection, digital services offered by the State through the contract will not be at the mercy of a single flaw in any one system, application, vendor, or protection point. By approaching the solution with a modular architecture, Tyler can replace, modify, or upgrade individual components of the security architecture to ensure that Tyler maintains secure hosting environments and that Tyler can adjust to future threats and the needs of Nebraska.</p>					
<p>Part V. Section L. Software Design Requirements</p>					
RTM 16	<p>Bidder must describe bidder’s experience, understanding of, and plan for compliance with the Software Design requirements identified in the RFP.</p>	✓			
<p>Bidder Response: To ensure compliance with the software design requirements, Tyler will document programming activities in accordance with OCIO or information provider standards. Tyler uses industry-standard software to access and interact with the OCIO and agency systems. We also maintain communication channels at both the policy and technical levels with both the OCIO and the NITC to proactively maintain compliance with any applicable standards, policies, or guidelines, and also to obtain guidance in standard or policy implementation.</p> <p>Project Management</p> <p>Tyler Nebraska will leverage industry-proven methodologies to ensure compliance with the requirements identified in the RFP. Specifically, we will provide a transparent and collaborative approach combined with our best practices based project management and communications to ensure successful delivery of the full range of portal projects and services. This approach will provide the necessary processes to capture and accurately define software requirements, gain stakeholder approval, develop testable software and services consistent with the state requirements, and provide means to monitor and improve the software in production. Tyler Nebraska will manage the end-to-end project management lifecycle for digital government applications, employing a structured, methodology-driven approach that emphasizes rigorous project planning, execution, and control. Phases in our project management process mirror the requirements of this RFP. For more details on each of these phases.</p> <ul style="list-style-type: none"> – Project Approach Statement – Scope of Work Document – Work Breakdown Structure – Project Schedule – Milestones and Deliverables Statement – Risk Assessment and Risk Mitigation Strategies 					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<ul style="list-style-type: none"> – Resource Plan – Change Control Plan – Communication Plan – Project Acceptance and Signoff Form – Project Closeout and Lessons Learned Processes. <p>It is essential to keep partners and management up to date on the progress of our project workload and project priorities. Tyler Nebraska is committed to providing clear and concise project reporting to keep all stakeholders involved in projects informed through the following reports:</p> <ul style="list-style-type: none"> – Bimonthly Status Reports which currently include active projects, enhancements, risks, schedules, tasks, phase, and project manager’s notes. – Quarterly GM Reports that detail year-to-date histories of projects and services, significant portal analytics and metrics, and an executive summary. – Quarterly Project Priority Reports that detail year-to-date histories of projects priorities and their funding mechanism. <h3>Application Development</h3> <p>Tyler Nebraska understands that one of the primary roles of the Portal Manager is to bear the responsibility to develop, maintain, and support digital government applications that serve the constituents of the state and meet the requirements of the RFP. Accordingly, Tyler will continue to use its proven and award-winning application development services that integrate a comprehensive software lifecycle approach with the state’s governance structure and contract methodology. This approach ensures that applications are designed, developed, tested, and released rapidly while meeting high standards of quality. Phases in our application development process include:</p> <ul style="list-style-type: none"> – Project Evaluation – Definition – Design and Development – Quality Assurance – Launch – Support, Maintenance and Feature Enhancements 				
Part V. Section M. Software Ownership and Licensing					
RTM 17	Bidder must describe bidder’s experience, understanding of, and plan for compliance with the Software Ownership and Licensing requirements identified in the RFP. Bidder must	✓			

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	submit applicable software license agreements with bidder's response.				

Bidder Response:

Software Ownership & Licensing

Tyler Nebraska fully understands and will comply with the Software Ownership and Licensing provisions of the RFP as applicable to custom-developed software provided under the contract. Our practices balance the State's ownership rights for custom-developed software with appropriate licensing for proprietary platforms, as documented in *Appendix E* of the current Master Contract and as may be provided subject to product specific license terms. Tyler proprietary software shall be provided to the State under the applicable license for the term of the Contract as further described below.

Custom Software Ownership

All software custom-developed under the Portal contract for the State of Nebraska becomes the property of the State. Tyler Nebraska places all custom-developed source code into code escrow, ensuring that the State maintains access and control in the event of contract transition. We currently use NCC Group as our escrow provider and provide monthly evidence of escrow submissions to the NSRB Executive Director. This process ensures compliance with contract provisions while providing transparency and security for State-owned code.

Proprietary Software & Appendix E

Certain Tyler Technologies platforms used in Nebraska are proprietary systems and are identified in *Appendix E* of the current Master Contract. These include the Tyler Application Platform, Engagement Builder, and the Tyler Payment Platforms, among others. Tyler Nebraska does not plan to remove any services from *Appendix E* of the Master Contract. These proprietary systems remain the intellectual property of Tyler Technologies but are provided to the State under a license for the term of the contract. This ensures the State has full use of these systems while avoiding ownership conflicts.

Figure 9 below is the content of the existing *Revised Appendix E – Electronic Services* of the Master Contract:

Figure 9: Revised Appendix E

REVISIED APPENDIX E - ELECTRONIC SERVICES
The Payment Engine (TPE) ® System Common Checkout Page Payport Customer Database (CDB) Event Registration Gov2Go

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	Gov2GoPay OnTheGo (OtG) Vital Records Ordering System RXGov Enterprise Licensing Portal (ELP) PromptPay MicroServices Outdoor Recreation YourPassNow TeleGov CheckFreePay AppEngine Engagement Builder (also known as AccessGov (AG)) Application Platform, powered by Entellitrak Resident Assistant (Artificial Intelligence powered conversational assistant) <p>-----</p> It is agreed by the Parties that Engagement Builder (also known as AccessGov (AG)), Application Platform, powered by Entellitrak, and Resident Assistant may be provided by Contractor as cloud-based, or cloud computing services. All cloud-based, or cloud computing services shall be provided and hosted consistent with the requirements of the Master Contract and with the Nebraska Information Technology Commission (NITC) Technical Standards and Guidelines, with emphasis upon the prior approval process required by NITC Standard 8-607 for Cloud Computing. Executed on 9/24/2025				

Licensing Agreements

Licenses for proprietary systems are provided through the Electronic Government Service Level Agreement (EGSLA) that is executed with each agency. These agreements define usage rights, service levels, and obligations. Each EGSLA grants the State and its agencies the right to use Tyler proprietary systems for the term of the contract.

Figure 10 below is the current EGSLA template used.

Figure 10: Current EGSLA Template

Electronic Government Service Level Agreement with (PARTNER)

This Agreement is made by and among Nebraska Interactive, LLC, dba NIC Nebraska, a Nebraska Limited Liability Company (“the Contractor”), the Nebraska State Records Board (the “NSRB”), and (PARTNER), a state governmental entity or political subdivision of Nebraska (“the Partner”).

This agreement memorializes supplements to the State of Nebraska Contract between the NSRB and the Contractor (“Master Contract”) effective April 1, 2019, which concerns the operation and management of the Portal. This Agreement is subordinate to the Master Contract and is subject to all terms and conditions therein.

WHEREAS, the Partner is a state governmental entity or political subdivision of Nebraska that desires to utilize the Master Contract; and

WHEREAS, the Contractor desires to extend Master Contract services to the Partner.

NOW, THEREFORE, in consideration of the mutual conditions, covenants, and premises contained in this Agreement, the parties agree as follows:

1. **PURPOSE** – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
2. **APPLICATION SUPPORT**
 - a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user’s technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems, and other access concerns.
 - b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner’s business processes, as well as the Partner’s rules and regulations, policies and procedures applicable to an addendum to this Agreement.
 - c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
 - d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
 - e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.
3. **CHANGES IN PORTAL** – Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner’s online service. A “material change” is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.
4. **PARTNER’S FEES** – The Partner is responsible for correctly calculating any of its fees and providing the Contractor those fee calculations. The Contractor will not assume liability for Partner application fee miscalculations that the Partner approved as functionally correct. The Contractor will also not assume liability for the Partner’s fee miscalculations due to system errors not caused by any act or omission on the part of the Contractor.

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>5. TECHNOLOGY STANDARD – The Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/ and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards.</p> <p>6. CONFIDENTIALITY – All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the Contractor’s control.</p> <p>7. AGREEMENT REPRESENTATIVES AND NOTICES – All matters relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement.</p> <p style="padding-left: 40px;">Mailing address: (PARTNER) (TITLE) (PARTNER ADDRESS) (PARTNER CITY, STATE, ZIP)</p> <p style="padding-left: 40px;">Phone: (PARTNER PHONE)</p> <p style="padding-left: 40px;">Email: (PARTNER EMAIL)</p> <p style="padding-left: 40px;">Mailing Address: Nebraska Interactive dba NIC Nebraska 1135 M Street, Suite 220 Lincoln, NE 68508</p> <p style="padding-left: 40px;">Phone: 402-471-7810</p> <p style="padding-left: 40px;">Fax: 402-471-7817</p> <p style="padding-left: 40px;">Email: ne-general-manager@nicusa.com</p> <p style="padding-left: 40px;">Mailing Address: Nebraska State Records Board Secretary of State 1445 K Street, Suite 2300 Lincoln, NE 68509</p>				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p style="text-align: center;">Phone: 402-471-1572 Fax: 402-471-3237</p> <p>8. TERMINATION OF AGREEMENT –</p> <p style="padding-left: 40px;">a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract.</p> <p style="padding-left: 40px;">For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum.</p> <p style="padding-left: 40px;">In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.</p> <p style="padding-left: 40px;">b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:</p> <p style="padding-left: 80px;">i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or</p> <p style="padding-left: 80px;">ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.</p> <p>9. TERM OF AGREEMENT – This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.</p> <p>10. RELATIONSHIP OF PARTIES – Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.</p> <p>11. CHANGES, MODIFICATIONS OR AMENDMENTS – This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.</p> <p>12. MARKETING – The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor’s promotion of Portal services.</p> <p>13. EXHIBIT SPACE – The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.</p> <p>14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)</p> <p style="padding-left: 40px;">a. INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.</p> <p style="padding-left: 40px;">b. SWIPE HARDWARE PROVISION AND SUPPORT</p>				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<ul style="list-style-type: none"> i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages. ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days. iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner’s control) necessary to aid the Contractor in assisting the Partner’s staff users at the Service hardware support level agreed above. <p>c. COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor’s interface with the Partner’s system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:</p> <ul style="list-style-type: none"> i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner; ii. Supply reports to the Partner in an understandable and logical format; and iii. The Contractor’s interface with the Partner’s system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user. <p>d. ONLINE CARD SECURITY – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program (“PCI-DSS”). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner’s responsibility. If the Partner operates swipe hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.</p> <p>e. PAYMENT OF FEES – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.</p> <ul style="list-style-type: none"> i. Credit Card and Electronic Check Payments through State-Selected Processor – The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Contractor within three (3) business days. ii. Credit Card and Electronic Check Payments through the Contractor-Selected Processor – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit funds in the 				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>Contractor’s bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.</p> <ul style="list-style-type: none"> iii. Return or Chargeback –If a return or chargeback is received, user may incur an additional \$15.00 charge by the Contractor for the recovery of the handling and processing of these returns or chargebacks. The amount charged by the Contractor for the recovery of the handling and processing of these returns or chargebacks is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day. iv. Refunds – The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund. v. Credit Card Chargebacks – The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks. vi. Check Returns – Returned checks will be deducted from future Partner Disbursement at the time the return is processed from the State Treasurer or the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc. vii. Fees – The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement. viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments. <p>f. RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the audit requirements of the Master Contract.</p> <p>15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.</p> <p>16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.</p> <p>17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement.</p> <p>18. SEVERABILITY – If a court of competent jurisdiction declares any of this Agreement’s terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.</p>				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>19. ORDER OF PRECEDENCE – If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:</p> <ul style="list-style-type: none"> a. Any amendments to the Master Contract b. The Master Contract c. An addendum to this Agreement d. This Agreement <p>20. APPLICATION ENGINE TERMS – The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.</p> <p>21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.</p> <ul style="list-style-type: none"> a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information. b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment. c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to: <ul style="list-style-type: none"> (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform, (2) Facilitate access to the Partner information and sites through the Gov2Go Platform, (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform, (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable, (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services. 				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>(SIGNER TITLE)</p> <p>Nebraska State Records Board (NSRB)</p> <hr/> <p>Secretary of State, Robert B Evnen Date</p> <p>Chairperson</p>					

Termination & Transition

In the event of contract termination, Tyler Nebraska ensures that the State retains ownership of all data, configurations, and outputs from proprietary systems. While the underlying platform remains Tyler-owned, the State will receive complete access to its data and any exportable configurations to support smooth transition to a successor provider.

Part V. Section N. Escrow Requirements

RTM 18	Bidder must describe bidder's experience, understanding of, and plan for compliance with the Escrow requirements identified in the RFP.	✓			
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Bidder Response:

Escrow Requirements

Tyler Nebraska has extensive experience meeting code escrow obligations and currently partners with NCC Group, a nationally recognized escrow agent, to manage source code deposits. In accordance with the RFP requirements, we provide the NSRB Executive Director with monthly evidence of deposits, ensuring that all source code, updates, and supporting documentation are securely maintained and clearly identifiable.

Our process aligns with the RFP's provisions for maintaining escrow of all applications and websites developed under the contract, including instructions and procedures for compilation and execution. By leveraging NCC Group's proven escrow services, Tyler Nebraska guarantees that the NSRB retains access to current, verified code in the event of contract termination, vendor inability to perform, or other contingencies.

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>In addition, consistent with <i>Appendix E</i> of the current Master Contract and applicable license terms, certain proprietary software systems are excluded from the escrow requirement. For these applications, the State retains ownership of all data and receives an output of the system configuration, where applicable, to ensure continuity of operations and the ability to transition services if required. This approach provides the State with assurance of continuity, transparency, and compliance with all escrow obligations while respecting proprietary software boundaries.</p>					
<p>Part V. Section O. Transition Plan Requirements</p>					
RTM 19	Bidder must describe bidder’s experience, understanding of, and plan for compliance with the Transition Plan requirements identified in the RFP.	✓			
<p>Bidder Response:</p> <p>Transition Plan Requirements</p> <p>Tyler Nebraska understands the critical importance of ensuring uninterrupted operations of the Portal during any transition of services. As the incumbent Network Manager, we are uniquely positioned to provide continuity with no transition period required at the commencement of this new contract. All systems, applications, infrastructure, processes, and staff are already in place and operating in compliance with NSRB oversight.</p> <p>Our experience over the past three decades managing the Portal demonstrates our ability to meet the RFP’s requirements for knowledge transfer, documentation of support processes, staffing, and continuity of operations. Should a transition ever be required in the future, Tyler Nebraska has documented procedures that align with the RFP’s expectations — including knowledge transfer, training, risk mitigation, communication planning, and contingency planning — to ensure an orderly and seamless handoff of responsibilities.</p> <p>By continuing as the Portal Manager, Tyler Nebraska eliminates transition risk at contract commencement while also demonstrating readiness to fully comply with all transition requirements of the RFP, ensuring continuity of service to Nebraska’s agencies, citizens, and businesses.</p>					
<p>Part V. Section P. End of Contract Provisions</p>					
RTM 20	Bidder must describe bidder’s experience, understanding of, and plan for compliance with the End of Contract provisions identified in the RFP.	✓			
<p>Bidder Response:</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>End of Contract Provisions</p> <p>Tyler Nebraska understands and is prepared to fully comply with the End of Contract provisions outlined in the RFP utilizing the procedures in place today we have implemented and operate under the current Master Contract. While Tyler Nebraska has not yet undergone an end-of-contract transition in Nebraska, we are structured for success in such an event. We already meet the requirements for code escrow through NCC Group and provide monthly verification to the NSRB Executive Director. All Partner data remains the property of the State, and we are prepared to deliver data and system configurations to the State or a successor vendor at contract termination. We also understand that payment for services will continue until replacements are operational, ensuring no interruption of services to agencies or citizens.</p> <p>Our current contract includes a 30-month runway for end-of-contract transition, allowing ample time for orderly knowledge transfer, documentation, and service handoff. During this period, Tyler Nebraska would continue to maintain all Portal services until they are fully transitioned to new hosting environments. Once confirmed as no longer needed, legacy systems would be securely decommissioned and destroyed. To support this process, we maintain comprehensive technical documentation and architecture for each of the 1,300 services in production today, enabling accurate and complete knowledge transfer. While we do not maintain a standing “transition playbook,” our team is equipped to tailor the offboarding process to the unique needs of the NSRB and any successor vendor.</p> <p>We also recognize that there are risks associated with the replacement of the Portal footprint, which currently includes more than 1,300 services built over three decades. Replacing this scale of functionality requires significant time, resources, and investment, and in some cases incoming vendors may face challenges replicating the depth and breadth of services within the transition window. Tyler Nebraska is committed to mitigating these risks by providing full cooperation, complete documentation, and transparent communication to ensure continuity of services for Nebraska’s agencies, citizens, and businesses throughout any transition process.</p>					
<p>Part V. Section Q. Guarantor</p>					
RTM 21	Bidder must describe bidder’s understanding of and plan for compliance with the Guarantor provisions identified in the RFP.	✓			
<p>Bidder Response:</p> <p>Guarantor Requirements</p> <p>Tyler Nebraska understands and will fully comply with the parental guarantor provisions identified in the RFP. Tyler Nebraska (Nebraska Interactive, LLC dba Tyler Nebraska) is an indirect, wholly owned subsidiary of Tyler Technologies, Inc. (NYSE: TYL). As a publicly traded company, Tyler</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>Technologies maintains strong financial stability, and its audited financial statements are publicly available through the SEC’s website and on the company’s investor relations website: [REDACTED]</p> <p>At the time of contract execution, Tyler Nebraska and Tyler Technologies will provide the required written guaranty, subject to NSRB approval. This guaranty ensures that the State of Nebraska has the full financial backing of Tyler Technologies, Inc., providing additional assurance of long-term performance, stability, and compliance with all contract obligations.</p>					
<p>Part V. Section R. Penalty</p>					
RTM 22	Bidder must describe bidder’s understanding of, and plan for compliance with the Penalty provisions identified in the RFP.	✓			
<p>Bidder Response:</p> <p>Penalty Provisions</p> <p>Tyler Nebraska fully understands the penalty provisions outlined in the RFP, which require continuous availability of Portal services and establish financial penalties (\$2,000/hr after thresholds, \$20K max) when downtime exceeds allowable thresholds. Our experience demonstrates both our ability to maintain high uptime and our commitment to transparency when issues arise. We operate geo-redundant systems across all services and have a defined incident command process to quickly identify, remediate, and document any outage. After each incident, Tyler Nebraska provides the NSRB with a detailed After-Incident Report, including analysis, a verified timeline, root cause, and supporting documentation, enabling the Board to objectively evaluate penalties. In past instances where downtime was assessed, penalties were applied fairly and transparently, while in other cases, thorough documentation and independent verification showed that Tyler Nebraska responded swiftly and appropriately.</p> <p>To ensure compliance, Tyler Nebraska provides the NSRB with monthly uptime and availability reports as part of the General Manager’s Report. These reports are derived from automated monitoring tools that track aggregate uptime statistics across all Portal services. This proactive reporting ensures accuracy, transparency, and accountability to the State.</p> <p>Tyler Nebraska’s plan for continued compliance emphasizes both prevention and rapid recovery. We maintain 24/7 monitoring through a rotating on-call team in Nebraska and an extended corporate Network Operations Center that alerts appropriate teams for remediation. For major incidents, we follow a mature incident command procedure that engages all required technical and operational resources to restore service quickly. Disaster recovery capabilities are tested annually, including simulated failover scenarios. In practice, we frequently exercise geo-redundant failover—particularly in payment systems—without noticeable impact to users, ensuring continuity of services.</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>Tyler Nebraska also strengthens its operations through post-event retrospectives, learning from each incident to adjust and improve processes. While service interruptions are rare and never desirable, our track record shows consistent compliance with RFP requirements for availability. We remain committed to maintaining this high standard of performance, with systems, processes, and people in place to minimize downtime, respond effectively, and ensure the State of Nebraska can rely on the Portal for uninterrupted service.</p>					
Other					
RTM 23	<p>Bidder must describe bidder’s understanding of and plan for compliance with the most current version of the State’s NITC Technical Standards and Guidelines available at: https://nitc.nebraska.gov/standards/.</p>	✓			
<p>Bidder Response:</p> <p>Compliance with NITC Technical Standards & Guidelines</p> <p>Tyler Nebraska fully understands that all software, hardware, and services delivered under the Portal contract must comply with the Nebraska Information Technology Commission (NITC) Technical Standards and Guidelines. Under the current master contract, we are already required to align all projects with these standards, and this compliance has been a core part of our operations for decades. We regularly review the published standards and incorporate them into the design, development, and operation of every service we deliver. When the NITC updates a standard, we create structured project plans to implement any necessary changes, ensuring services remain fully compliant.</p> <p>Our experience also extends to collaboration with the Office of the CIO in the development and refinement of technical standards when appropriate. For example, Tyler Nebraska is currently partnering with the OCIO to establish a statewide website design standard grounded in human-centered design principles. This work builds on our award-winning website practices to create continuity, accessibility, and usability across all Nebraska websites, regardless of the developer. This proactive engagement demonstrates our deep understanding of the standards and our commitment to advancing them in Nebraska’s best interest.</p> <p>Going forward, Tyler Nebraska will continue to monitor the NITC’s published standards, proactively adjust systems and services to remain compliant, and work collaboratively with the OCIO to ensure shared understanding of requirements. By combining corporate expertise in accessibility, security, cloud hosting, and disaster recovery with our local presence and experience, we are positioned to maintain continuous compliance with the State’s technical standards while also contributing to their evolution.</p>					
RTM 24	<p>Bidder must describe bidder’s understanding of and plan for coordination with the OCIO as identified in the RFP.</p>	✓			

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>Bidder Response:</p> <p>Coordination with the OCIO</p> <p>Tyler Nebraska has a long history of working in close partnership with the Office of the Chief Information Officer (OCIO) to ensure that all Portal services are aligned with statewide technology standards and priorities. We understand that the OCIO plays a critical role in managing technical integrations, enforcing compliance with Nebraska Information Technology Commission (NITC) standards, and setting statewide policies that guide the delivery of government technology services.</p> <p>Our coordination with the OCIO is multi-faceted. When technical integrations with other state systems are required, we share project plans and maintain open communication with both the OCIO and the relevant partner agencies to establish the necessary access and ensure interoperability. In addition, every project Tyler Nebraska undertakes under the NSRB master contract is designed to comply with current NITC standards, and we regularly engage with the OCIO to adjust systems and processes as those standards evolve. This proactive approach ensures the Portal remains secure, compliant, and aligned with the State’s IT framework.</p> <p>We also have direct experience navigating the OCIO’s Cloud Review Board process. In recent years, Tyler Nebraska has successfully implemented several modernization projects that required cloud hosting approvals. These projects were reviewed and approved by the OCIO Cloud Review Board prior to deployment which were submitted through agency submissions, demonstrating our ability to align project design, documentation, and implementation with the State’s cloud governance requirements.</p> <p>Beyond compliance and integration, Tyler Nebraska also collaborates with the OCIO on strategic initiatives that advance the State’s digital government goals. A recent example is our joint effort to establish a Human-Centered Design website standard, ensuring that citizens experience consistent, accessible, and user-focused services across all agencies, regardless of who develops the site. This demonstrates our commitment to not only meeting technical requirements but also to contributing to statewide innovation and citizen-centered service delivery in collaboration with the OCIO.</p> <p>In addition, Tyler supports The OCIO’s office in multiple public forums, including the National Association of State Chief Information Officers (NASCIO) Conference and the Nebraska Cyber Security conference.</p>					
RTM 25	Bidder must provide suggested new ideas, technologies, and functionality for the Portal. Bidder must also include any terms and conditions and pricing applicable to such suggestions.	✓		✓	
Bidder Response:					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>We have reviewed the RFP and all addendums and are including pricing, detailed product information, and Terms and Conditions as requested in the RTM 25 requirement, and have included this information in the <i>Product Information Appendix</i> at the end of the response to RTM 25, which begins on page 89.</p>				
	<p>Suggested New Ideas, Technologies, & Functionality for the Portal</p> <p>For more than three decades, Tyler Nebraska has partnered directly with State agencies, boards, and commissions to deliver digital services for Nebraskans. This enduring partnership provides a deep understanding of how agencies operate as well as how citizens and businesses engage with government. Since being acquired by Tyler in 2021, our solution portfolio has grown and our ability to skillfully and thoughtfully deliver exactly what will work for Nebraska has deepened. Our unique position as both the service provider and strategic partner is something no other provider or team of providers can match, and it empowers us to efficiently introduce meaningful innovations that align with Nebraska’s self-funded model while expanding access, improving efficiency, and maintaining transparency. Our vision for continuous transformation is illustrated in <i>Figure 11</i> below, followed by descriptions of innovation areas and corresponding technologies.</p>				

Figure 11: Nebraska.gov Next Generation

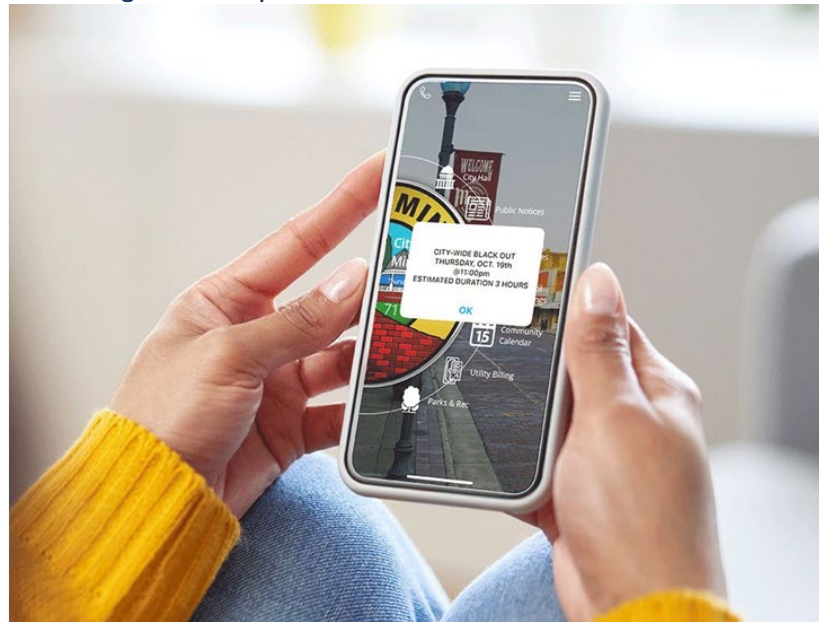


The following vision outlines the next generation of Nebraska’s digital government program— organized across four areas of innovation:

- Citizen & Business Engagement
- Artificial Intelligence
- Efficient Government Operations

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p data-bbox="163 264 600 293">– Citizen and Government Identity</p> <p data-bbox="163 337 1902 402">Together, these initiatives will modernize how Nebraskans interact with their government while preserving the sustainability and accountability that have long defined the State’s Portal.</p> <h2 data-bbox="163 443 701 483">Citizen & Business Engagement</h2> <h3 data-bbox="163 524 470 565">Engagement Builder</h3> <p data-bbox="163 578 1919 716">Tyler Nebraska proposes to extend the success of the State’s self-funded framework through new citizen and business engagement initiatives built on the Engagement Builder platform, which is already provided to Nebraska agencies under the current contract. Engagement Builder digitizes and automates citizen-facing workflows using intuitive web forms, integrated logic, and dynamic workflows — allowing agencies to streamline their processes while maintaining transparency and accountability through the NSRB.</p> <p data-bbox="163 756 1919 862">A recent AI-driven analysis of Nebraska’s public websites revealed more than 2,250 forms across 74 agencies, boards, and commissions, representing 338 categories of interaction. By expanding the use of Engagement Builder and pairing it with Tyler’s automation tools, Nebraska could automate 30–50 percent of form-related workflows, saving the state between \$20.9 million and \$34.9 million annually in processing time and labor.</p> <p data-bbox="163 902 1934 1032">Importantly, this proposal will use the licensing for Engagement Builder provided through the current self-funded model, while funding agency-specific implementations through Time and Material (T&M) work orders under the Master Contract. This project would be a strong and worthy candidate for future Records Management grant funding to leverage transactional funds to provide significant value to each agency, which is a vital aspect of government efficiency.</p> <h3 data-bbox="163 1073 296 1114">My Civic</h3> <p data-bbox="163 1127 1925 1338">Complementing this initiative is MyCivic, a state-branded mobile platform that enables Nebraskans to interact with their government anytime, anywhere. With 97 percent of Americans owning smartphones and our custom market research showing that 55 percent of Nebraskans prefer mobile engagement, MyCivic provides the flexibility for agencies to reach citizens directly through personalized notifications, requests, and location-based services. States such as Louisiana and Mississippi have used MyCivic for emergency response, public health communication, and benefit outreach — demonstrating the platform’s flexibility in extending user-friendly digital government beyond traditional web portals. An example of MyCivic mobile interface appears in <i>Figure 12</i>.</p>				

Figure 12: MyCivic Mobile



Artificial Intelligence

Artificial intelligence offers a practical and transformative opportunity to enhance how Nebraska delivers services. Tyler Nebraska’s approach to AI emphasizes responsible use, transparency, and measurable outcomes — all within the existing Master Contract.

AI is revolutionizing the way governments operate. In today's era of resource constraints, AI offers a powerful solution to boost productivity, inform decision-making, and enhance service delivery. At Tyler, we believe AI is more than just a chatbot. It's a transformative force with the potential to reshape government operations. Here are eight key areas where Tyler’s AI implementations are delivering real-world benefits for states:



Advanced Task Automation

Tyler Assistants automate the repetitive tax and toil that gets in the way of your staff serving your residents



Resource Allocation & Risk Modeling

Tyler Assistants can increase the productivity of your field facing personnel by up to 30%

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<div data-bbox="239 289 365 412"> </div> <p data-bbox="403 285 819 315"><u>Data Entry & Document Processing</u></p> <p data-bbox="403 321 993 418">Tyler Assistants can reduce the amount of manual data entry by as much as 50%, saving hundreds of thousands of dollars, while increasing accuracy</p> <div data-bbox="239 500 365 623"> </div> <p data-bbox="403 500 663 529"><u>Resident Engagement</u></p> <p data-bbox="403 535 1001 669">Tyler Assistants remove the barriers that prevent your residents from accessing the services they need, increasing resident satisfaction and reducing call-center spend</p> <div data-bbox="239 721 365 844"> </div> <p data-bbox="403 717 867 747"><u>Product Support, Education, & Training</u></p> <p data-bbox="403 753 989 850">Tyler Assistants help users understand our applications and the nuances of the public sector, making new staff immediately productive</p>		<div data-bbox="1041 289 1167 412"> </div> <p data-bbox="1201 285 1646 315"><u>Fraud Detection & Revenue Recovery</u></p> <p data-bbox="1201 321 1719 451">Using the latest advancements in predictive analytics, Tyler Assistants can help identify anomalies in critical revenue and spending data</p> <div data-bbox="1041 500 1167 623"> </div> <p data-bbox="1201 500 1667 529"><u>Data Analysis, Reporting, & Forecasting</u></p> <p data-bbox="1201 535 1757 669">Tyler Assistants provide every member of your staff with a 24x7 analyst that can answer their most critical questions, not just about what did happen, but what will happen</p> <div data-bbox="1041 721 1167 844"> </div> <p data-bbox="1201 717 1373 747"><u>Conversations</u></p> <p data-bbox="1201 753 1755 850">Tyler Assistants can help answer in-bound calls from residents, freeing up your staff for higher value tasks</p>		

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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Tyler AI Resident Assistant Chatbot

The Tyler AI Resident Assistant Chatbot, already approved under the current contract, is being piloted with the Nebraska Department of Motor Vehicles. The next phase of this initiative focuses on expansion beyond the pilot, creating a unified, AI-powered experience across state and local government. *Figure 13* provides a sample chatbot interaction.

This technology has already demonstrated measurable results in other states when used for public interactions, in some cases *reducing online search dependency by 80 percent and cutting call volume by 40 percent*. By expanding the Resident Assistant’s footprint, Nebraska can introduce scalable AI functionality that saves time, enhances accessibility, and modernizes communication — without requiring new appropriations or contract amendments.

Resident Assistant uses only State-provided, verified content and can operate in both typed and spoken conversation modes, ensuring accessibility for all users.

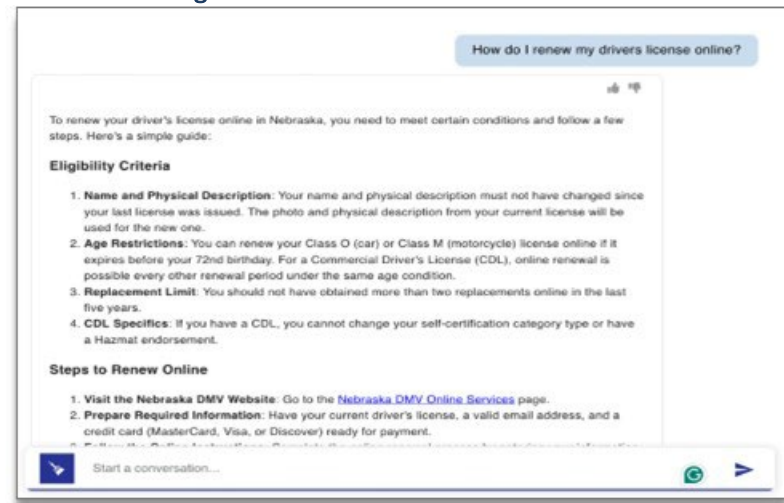
For the public, it serves as a cross-agency knowledge assistant — bridging multiple systems to provide answers that span departments (for example, linking business registration with tax compliance). The expansion will also introduce internal use cases such as:

- Agency Knowledgebases – providing staff with an instant reference library for internal policies and workflows.
- Helpdesk Assistant – augmenting the Tyler Nebraska and agency service desks to resolve routine inquiries faster.
- County-to-State Support Network – assisting local partners in navigating State processes and data systems.
- AI-Powered IVR Replacement – creating a voice-enabled support channel that intelligently directs citizens to resources while providing another medium of communication.

Tyler Document Automation

Document Automation applies AI and robotic process automation to the government’s most labor-intensive paper workflows, reducing manual entry, eliminating errors, and accelerating task completion. Tyler’s document automation solution can handle massive workloads that previously required months of manual review.

Figure 13: Resident Assistant Chatbot



RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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In Nebraska, a current example under discussion involves Motor Carrier VIN validation — a process requiring every trucking company to report individual vehicle identification numbers annually. Today, this task consumes months of agency time as staff manually verify thousands of VINs. Tyler’s Document Automation platform can automatically ingest, validate, and compare these records against the system of record, flagging discrepancies for human review. This would allow Nebraska DMV staff to shift focus to higher-value compliance and customer service activities.

In Tarrant County, Texas, this same solution revolutionized judicial operations by automating 40 percent of court staff’s filing workload, saving millions in operating costs, and reducing case-processing time from months to less than 24 hours while maintaining consistently high accuracy rates. These same benefits can extend to any high-volume, document-heavy process across Nebraska government—delivering both efficiency gains and measurable citizen impact.

Priority-Based Budgeting

Priority-Based Budgeting (PBB) also leverages AI and machine learning to transform complex financial data into clearly explained analysis that leads to actionable insights to drive better resource allocation and transparency. PBB enables governments to align spending with community priorities and uncover hidden savings without reducing personnel or services – while continuously referencing a growing library of several thousand similar government budgets, which provides crucial context, pattern analysis, and best practice recommendations.

A leading example of its impact is Collier County, Florida, where the government applied AI-driven analytics to analyze over 600 individual programs in a \$700 million budget. Within a year, the County identified \$85 million to \$150 million in potential savings and new revenue opportunities—without raising taxes or cutting services—and realized \$37 million of those savings in the first year. The platform replaced traditional line-item budgeting with dynamic, data-driven insights that showed “who else is doing this successfully” and how to replicate proven models.

For Nebraska, Priority-Based Budgeting can bring this same intelligence to State and local government operations, empowering leaders to make data-informed decisions, evaluate programs based on measurable outcomes, and maximize taxpayer value through modern and proven fiscal management practices that have been delivering value in other jurisdictions.

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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Efficient Government Operations

Through ongoing account management and partnership with agencies, Tyler Nebraska continuously identifies operational challenges and improvement opportunities. Two high-impact initiatives for Nebraska are Data and Insights and Augmented Field Operations.

Data & Insights

The Data and Insights platform is designed to unlock the power of information that may be difficult to surface within agency systems. Today, only a small percentage of Nebraska’s data is analysis-ready, as centralization projects often require large, resource-intensive efforts. Data and Insights eliminates this barrier by connecting directly to existing systems—no new data lakes or costly ETL processes are required. The platform harmonizes data from multiple sources, enabling agencies to access real-time insights through interactive dashboards and advanced analytics.

A built-in AI assistant allows users to “ask their data” in natural language, generating immediate, reference-backed answers that would otherwise require days of manual analysis. This democratizes access to data, allowing employees at all levels—not just analysts—to make informed, evidence-based decisions. Furthermore, the platform includes a public storytelling component that empowers agencies to share data-driven success stories with the public. Metrics can be automatically scrubbed for public consumption and published to interactive dashboards, promoting transparency and accountability while enhancing citizen understanding of government performance.

In collaboration with Nebraska’s Office of the CIO, Tyler Nebraska envisions deploying Data and Insights as a statewide capability—allowing each agency to harness its own data while contributing to a shared, interconnected data ecosystem. This will advance the State’s goal of data enablement and make meaningful progress toward using analytics to guide policy and improve service delivery.



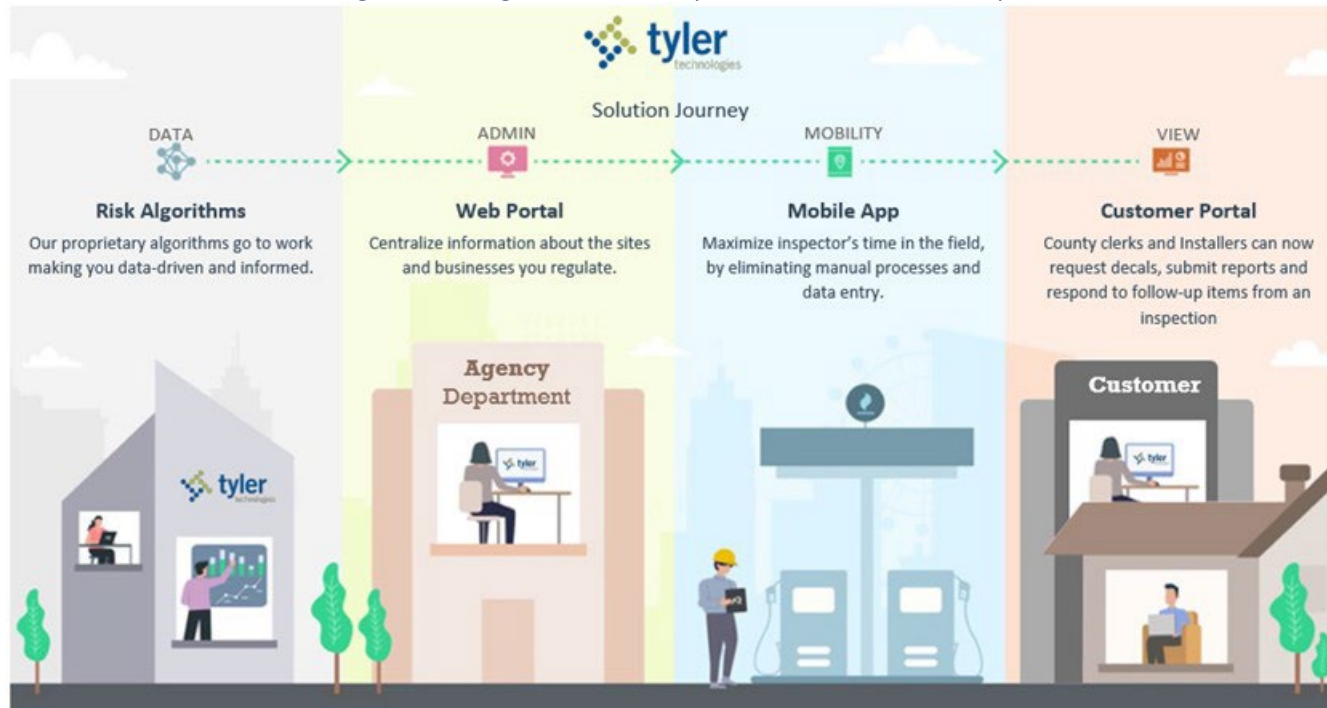
Augmented Field Operations

Augmented Field Operations transforms inspection, enforcement, and compliance programs through AI, predictive analytics, and mobile tools. The platform improves the efficiency and consistency of fieldwork by using risk-based inspection scoring to prioritize cases with the greatest compliance or

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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safety impact. This ensures that limited resources are directed where they matter most—protecting citizens, businesses, and the environment. An overview of the solution appears in *Figure 14* below.

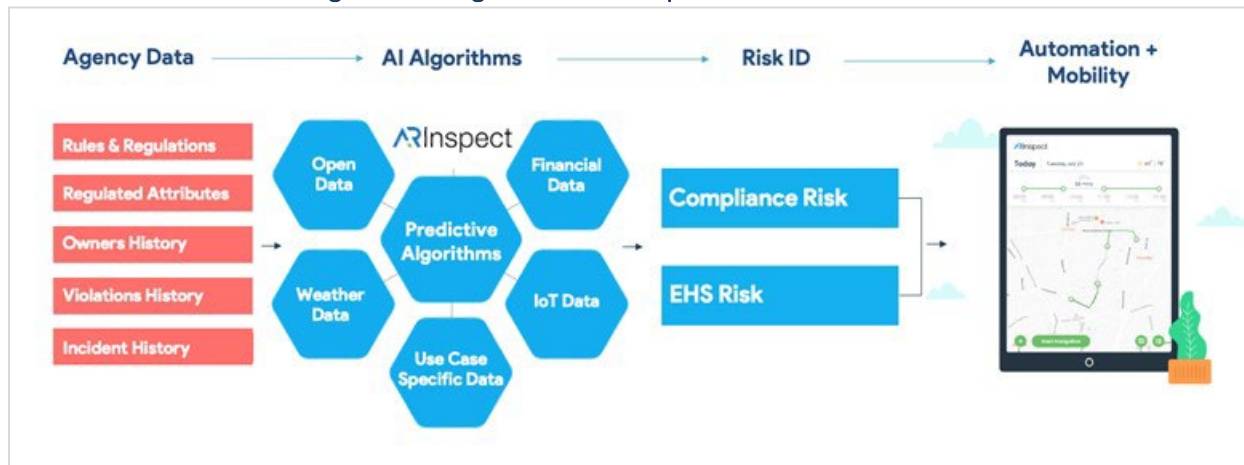
Figure 14: Augmented Field Operations Solution Journey



Inspectors in the field use mobile devices to capture notes, photos, and test results, generating automated inspection reports in real time. By linking field data directly with agency databases and laboratories, the system eliminates redundant data entry and dramatically reduces administrative burden. An overview of how the solution works appears in *Figure 15*.

In conversations with the Nebraska Department of Agriculture, inspectors estimated that completing and documenting a single inspection currently takes between 30 minutes and 1.5 hours. *Augmented Field Operations can reduce that effort by as much as 60 percent, allowing inspectors to focus on substantive findings and on-the-ground outcomes rather than paperwork.*

Figure 15: Augmented Field Operations - How It Works



The platform integrates easily with laboratory systems, enforcement databases, and Tyler’s Application Platform, creating a closed feedback loop between inspection, reporting, and compliance follow-up. In other states, this approach has accelerated field reporting, reduced time-to-enforcement, and improved data accuracy across inspection-based programs ranging from agriculture to environmental health. Benefits of the solution are outlined in *Figure 16* below.

Figure 16: Automated Field Operations Benefits

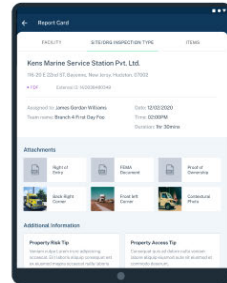
Eliminate Administrative Burden

• **Get Organized**

Help field workers & regulated entities achieve compliance and manage all Followups in one place.

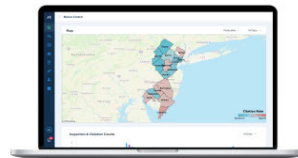
• **No Pre & Post work**

ARI generates the necessary report for review or submission and autogenerates the Notice of Violation or equivalent document.



• **Reporting Made Simple**

Data collected powers pre-configured dashboards and reports to track violations, productivity and effectiveness.



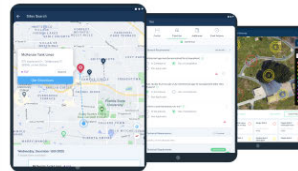
Increase Field Efficiency

• **No double entry**

Data is captured in the field and smartly synced to the system of record. No double entry is required.

• **Mobility**

Optimized workflows, digitalized checklists, multimedia and sitemap support, integrated support for hardware devices and intuitive interface including voice/handwriting-to-text makes data collection a much faster and easier process.



• **Smart Pre Work**

Relevant data including licenses, permits, historical inspections and past violations is available in the field both online and offline.

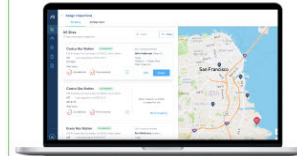
• **Smart Tools**

Smart-routing to map out the day's schedule, RFID Scanner, Image recognition, OCR, GPS tracking for reporting purposes, and aerial photos of facilities or land to take metadata notes about the assigned property, and a lot more...

Make Data-Driven Decisions

• **AI for smart assignments**

AI enables smart assignment based on tenure, expertise, geographical convenience, availability and more.

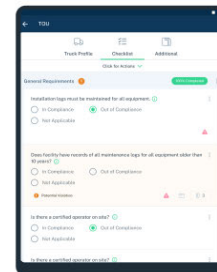


• **AI for risk scoring & prioritization**

Leverage AI that uses last inspected date, historical inspections, previous violations, ownership, census data, weather, traffic and current events to predict sites that pose the most risk to the community.

• **Smart Checklists**

AI enables identifying potential violations and assist field workers by flagging them.

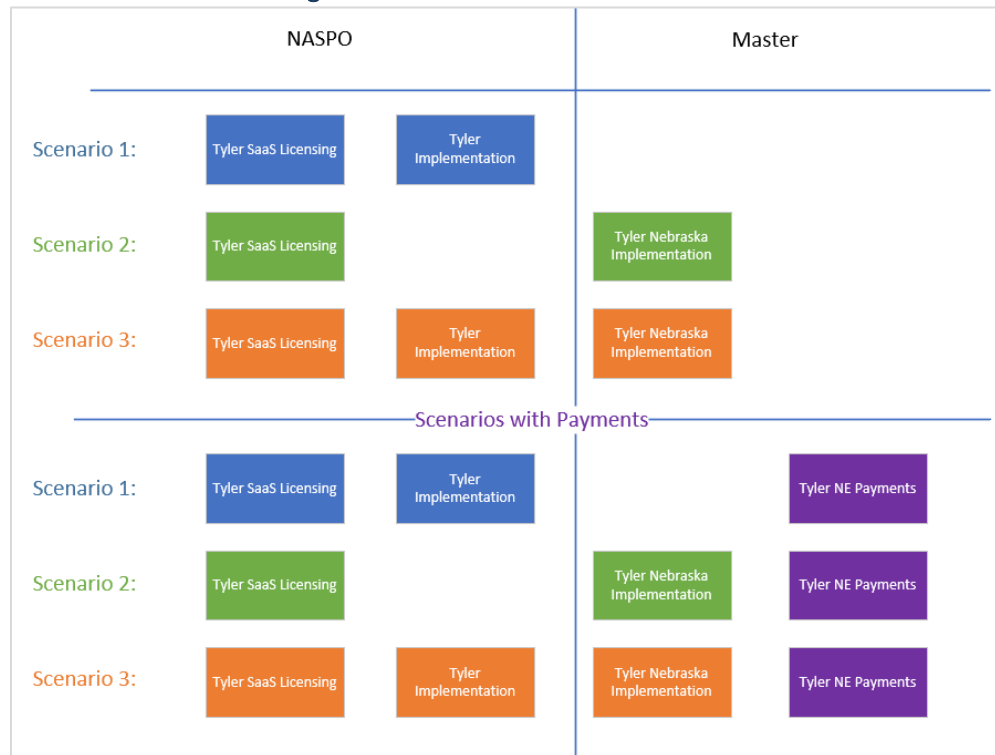


RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p data-bbox="163 302 474 334">Application Platform</p> <p data-bbox="163 355 1915 488">Supporting both initiatives is Application Platform, Tyler’s secure, low-code platform designed specifically for government modernization. With 18 active deployments in Nebraska, Application Platform has reduced implementation time by as much as 75 percent and cut post-deployment support time by 56 percent. Application Platform’s modular, cloud-native design allows for faster delivery, greater scalability, and consistent user experiences across the State’s applications.</p> <p data-bbox="163 532 1898 630">Application Platform is a proven Case Management Development Platform, used by over 300 federal agencies today. Application Platform simplifies every step of an adaptive case management solution during key stages. For the public, the system supports a user-friendly, web-based portal that makes it easy to submit relevant documents as well.</p> <p data-bbox="163 673 1927 846">Application Platform is a highly configurable, enterprise-level, Web-based application that provides a broad range of capabilities for inputting, processing, tracking, managing, and reporting on all types of cases by using flexible workflows that can be adjusted to align exactly with agency processes, business rules, and statutory requirements. This Web-based environment allows organizations to coordinate their work with other offices around the world 24/7. The platform provides flexible capabilities in an environment offering maximum ease of use with minimal setup, configuration, and maintenance demands on the agency.</p> <p data-bbox="163 889 688 922">Citizen & Government Identity</p> <p data-bbox="163 948 1936 1187">As digital government services continue to expand, ensuring secure, unified access across agencies is increasingly essential. Tyler Nebraska proposes Tyler Identity Services, a single, secure digital identity platform that connects citizens and employees to all government services through one trusted account. For citizens, Tyler Identity Services simplifies every step of engagement. Instead of managing multiple logins for driver’s licensing, business filings, or benefits access, users authenticate once and move seamlessly between services. Identity proofing and verification further strengthen trust by validating users during account creation or high-risk transactions. For government employees, Tyler Identity Services provides a single credential that extends across applications, streamlining access and reducing administrative workload. The result is a unified, secure ecosystem that enhances both citizen convenience and government security—laying the foundation for a more connected digital experience across Nebraska.</p> <p data-bbox="163 1230 611 1263">Tyler Identity – Single Sign On</p> <p data-bbox="163 1284 1898 1414">Tyler Identity Constituent Identity and Access Management (CIAM) is a critical foundation for any successful engagement portal. Recognizing this, Tyler’s platform seamlessly integrates Tyler Identity, a value-added layer built upon Okta’s industry-leading Identity-as-a-Service (IaaS) technologies. Leveraging our deep understanding of government identity needs, Tyler Identity tailors Okta’s best-in-class security and standards compliance to deliver a government-specific CIAM solution. This translates to:</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<ul style="list-style-type: none"> – Unmatched Reliability and Scalability: Okta's platform boasts a 99.99% uptime SLA and can scale to handle millions of users. – Standards Compliance and Future Proofing: Support for all modern identity integration standards with future support for emerging identity technologies. – Robust Authentication: Implement strong authentication protocols with broad multi-factor authentication support, ensuring the security of constituent data. – Streamlined Identity Management: A comprehensive suite of identity administration, governance, and workflow automation tools simplifies user provisioning and management. <p>Tyler Identity goes beyond just secure access. Our CIAM offering provides flexible support for a variety of identity proofing technologies and processes. Working in tandem, Tyler Identity and these third-party identity proofing solutions establish multiple levels of identity assurance, with corresponding authentication requirements for each level. Our platform additionally allows custom integration with State data to aid in identity proofing and verification. This ensures the appropriate level of security for all government interactions, balancing user convenience with user privacy.</p> <p>Tyler Identity – Identity Proofing</p> <p>Additionally, Tyler leverages modern identity proofing solutions that employ advanced feature engineering and artificial intelligence to derive tens of thousands of predictive attributes that assess the legitimacy of an individual’s identity. We partner with several best-in-class providers of these services with robust identity proofing attributes. These attributes generate multiple risk and confidence signals, resulting in a significant improvement in verification accuracy when compared to traditional, rules-based identity proofing systems.</p> <p>To promote transparency and explainability, leading our partners and identity verification systems incorporate extensive decision logic frameworks—often containing hundreds of unique reason codes—to clearly communicate the basis of each identity decision. By leveraging machine learning models that continuously adapt to emerging fraud behaviors and data patterns, these solutions deliver a dynamic defense posture capable of evolving alongside changing threat landscapes.</p> <p>In alignment with NIST IAL2 standards, modern identity proofing technologies enable verification of a greater share of legitimate users while providing risk-based authentication pathways that achieve equivalent assurance levels without requiring biometric verification in every instance. This flexible, risk-adjusted approach maintains high levels of security while minimizing friction for end users.</p> <p>The result is a unified, secure ecosystem that enhances both citizen convenience and government security, which lays the foundation for a more connected, logical, and user-friendly digital experience across Nebraska.</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p data-bbox="163 302 1117 342">Enabling Innovation Through New Funding Mechanisms</p> <p data-bbox="163 362 1919 496">Many of the full-stack, cloud-based solutions described above — such as Engagement Builder, Data and Insights, Document Automation, and Priority-Based Budgeting — deliver transformative value but exceed the financial capacity of a purely transaction-based self-funding model. To ensure these innovations are attainable within the State’s existing framework, Tyler Nebraska proposes to formalize a hybrid funding structure that complements the Master Contract while unlocking access to next-generation technologies.</p> <p data-bbox="163 537 1902 672">Under this proposed model, all transactional or payment-based services would continue through the Master Contract, maintaining the NSRB’s oversight and revenue share. Solutions requiring subscription-based licensing (such as SaaS or AI-based systems) could be procured through existing cooperative purchasing contracts like NASPO or Sourcewell, both of which Nebraska already utilizes. Scenarios for this hybrid contracting model are shown in <i>Figure 17</i> below.</p>					

Figure 17: Master v. NASPO Scenarios





Master Contract	Cooperative Purchasing Vehicle
<ul style="list-style-type: none"> – Local, dedicated Tyler Nebraska team will implement Portal services within the scope of the Master Contract – Perform work under the Master Contract – Funded through approved Time and Material (T&M) rates – All Payments will be contracted under the Master contract regardless of the solution. 	<ul style="list-style-type: none"> – Tyler Technologies corporate solutions teams and centers of excellence implement and deploy SaaS products – Perform work under the cooperative purchasing vehicle – Tyler Nebraska’s would provide management and oversight work under the Master Contract <ul style="list-style-type: none"> ■ Existing cooperative purchasing contracts like NASPO or Sourcwell are options and are both already utilized by Nebraska

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p data-bbox="205 266 1892 331"><i>Any payment-related services would include an Electronic Government Service Level Agreement (EGSLA) addendum outlining transactional rates, preserving the revenue-share model.</i></p> <p data-bbox="163 375 1934 508">Formalizing this hybrid approach allows Nebraska to adopt high-value SaaS technologies — many of which are already in demand — while preserving the self-funded transaction model that keeps digital government sustainable. This structure enables agencies to pursue advanced automation, AI, and modernization projects without requiring new appropriations, and ensures that every implementation remains transparent, reportable, and compliant with the NSRB’s oversight processes.</p> <p data-bbox="163 552 1927 651">The State retains full ownership of all data, which can be exported at any time, and every solution will adhere to NITC standards, employ encryption in transit (TLS 1.2 or higher) and at rest, and meet ADA/WCAG accessibility requirements. Reporting on adoption and performance will continue through the NSRB’s quarterly and annual reporting cycles.</p> <p data-bbox="163 695 1906 794">This model strengthens Nebraska’s self-funding foundation while expanding its reach—unlocking innovation, retaining payment processing revenue, and positioning the State to lead the next chapter of digital government evolution by leveraging a broader set of products, solutions, and know-how that only Tyler can offer.</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<hr/> <h2 data-bbox="598 386 1501 451">Product Information Appendix</h2> <hr/> <p data-bbox="163 540 1915 638"><i>Per the RTM guidelines, Tyler Technologies has included product pricing within the Product Information Appendix. Pricing reflects current list rates and is subject to annual adjustment. All pricing aligns with established ceilings as defined in Tyler’s existing contracts and is provided within the framework of the proposed hybrid funding mechanism approach.</i></p> <p data-bbox="163 719 472 751">Engagement Builder</p> <p data-bbox="163 797 451 829">Product Information</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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Engagement Builder

powered by AccessGov

A ROBUST SELF-SERVICE DIGITAL GOVERNMENT APPLICATION

Engagement Builder (powered by AccessGov) is an end-to-end digital government solution designed to take the guesswork out of modernizing the user experience. Government agencies can quickly develop new online forms, services, and applications using no-code drag-and-drop modules. Staff can access and manage data from an intuitive administrative dashboard, creating streamlined and improved user journeys without straining IT resources. Designed for flexibility, Engagement Builder can function as a stand-alone solution to put new services online or integrate with other applications using our secure API.

TYLER'S ENGAGEMENT BUILDER SOLUTION IS TRUSTED BY GOVERNMENT AGENCIES ACROSS THE COUNTRY, INCLUDING:

- State of Maryland, Governor's Appointments: Board and Commissions
- State of Indiana: FOIA requests
- Montana Local Government: Missoula County Online Title Work
- 11 Colorado State Agencies and Counties: DORA Division of Insurance Implementation and CDA Pesticides Pilot Program

BENEFITS


- Eliminate outdated paper processes with modernized, digital forms
- Create robust, end-to-end applications and services — no coding required
- Manage digital content and access data quickly and easily
- Streamline workflows and create efficiency for agencies
- Improve the user experience with guided search, forms directory, and natural language search

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KEY FEATURES:

- Easy-to-use drag-and-drop form builder modules
- User-friendly administrative dashboard
- Online digital document publishing and management
- API integration with legacy systems
- Access data through the REST API, file extract, or Perceptive Content Integration
- Add secure, online payments integration
- Reliable email notification




Contact us for a presentation and demonstration:
833.895.3783 | info@tylertech.com | tylertech.com

Empowering people who serve the public™



RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p data-bbox="163 302 443 331">Terms & Conditions</p> <p data-bbox="163 350 1839 415">The Engagement Builder product is already a component of the Master Contract, <i>Appendix E</i>. Terms and Conditions are outlined in the current Electronic Government Service Level Agreement (EGSLA)</p> <p data-bbox="163 456 264 487">Pricing</p> <p data-bbox="163 506 1923 571">Engagement Builder licensing is provided to the state currently under our transaction-funding model. At this time, no additional licensing is needed to fulfill the innovative idea above.</p> <p data-bbox="163 612 1881 677">Projects for Engagement Builder are delivered at a Time and Material basis in alignment with the service rates outlined in this RFP and our current contract.</p> <p data-bbox="163 753 289 784">MyCivic</p> <p data-bbox="163 829 449 860">Product Information</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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My Civic
ONE APP TO EMPOWER YOUR COMMUNITY

My Civic is a comprehensive, customizable mobile app platform built to connect government departments with residents, visitors, and business owners. The solution is a bridge between local government and its residents — helping you serve and build trust in your community. By placing all of your public-facing engagement tools in a single app, residents will be better connected and play a more active role in the area they call home.

My Civic's mobile app experience gives you the ability to facilitate seamless information exchanges, send push notifications that can be geo-targeted, receive community issues from your residents, and much more. Plus, you have the option to incorporate your own branding to match the look and feel of your existing brand.

PUT POWER IN YOUR COMMUNITY'S HANDS

With My Civic, you stay connected with your residents and share the services, resources, and information your organization has to offer. Several features are available, including timely notifications, community events, elected officials' information, and built-in maps. App users can also make reports, such as reporting graffiti, trash, and broken streetlights, and stay updated with the two-way communication features. Additionally, engagements can be launched to collect direct community feedback.

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KEY FEATURES FOR ORGANIZATIONS

- Customizable and configurable by you
- Receive real-time, community-reported issues
- Create targeted push notifications
- Provide interactive maps
- Develop virtual tours
- Offer two-way communication with citizens

KEY FEATURES FOR COMMUNITY MEMBERS

- Find information and resources
- View event calendars
- Receive real-time notifications
- Find public transportation options
- Access resolutions to the issues they reported
- Make secure payments
- Respond directly to government via the app

Your My Civic app will stand out with your brand incorporated into the design.

For more information visit tylertech.com

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Push Notifications: Communicate up-to-the-minute information, such as city office closings or storm alerts, which can be pushed to community members in a particular zip code or geo-located area in real-time.

Bill Payment Portal: Provide secure access to utility consumption and the ability to view and pay utility bills.

Calendar Feeds: Administrative users can create their own one-time or recurring events, while residents can add events to their mobile device's native calendar.

News and Multimedia: Choose how you'd like to gather and display content from various sources. My Civic supports RSS feeds, Facebook®, Instagram®, X®, YouTube®, and photo albums.

People and Information: Residents can quickly and easily search for an elected official, organizational staff, or a community group through directories. New community members can access additional information specific to their needs.

Maps: Create a walking tour of your community, develop a walk-through of popular or historic local sites, pinpoint event locations, and generate public transportation maps.

Branding: Maintain complete control over the look and feel of your app, and personalize it to align with your existing community branding.

Business Directory: Showcase the businesses owned and operated in your community 24/7.



Push notifications provide a cost-effective way to communicate important information in real-time.

OFFER park and trail information with built-in maps and geolocation services.

RUN community contests that allow residents to showcase their community and all its beauty.

MAKE elected officials' information accessible to residents.

MY CIVIC HELPS COMMUNITIES THRIVE

ENSURE timely resolutions of community concerns, such as potholes and ruptured waterlines, by obtaining resident reports.

UPDATE residents on what's happening in their community, both urgent and nonurgent.

Interested in learning more?
Give us a call at 833.895.3783 or visit www.tylertech.com.

Empowering people who serve the public™ 

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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Terms & Conditions

Tyler Tech Terms – My Civic

<https://www.tylertech.com/terms>

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Your access to and use of the Services constitutes a legal agreement between you and Tyler (“Agreement”). Additional or separate terms may apply to your access to and use of the Services. To the extent that the provisions of any additional terms conflict with these Terms of Use, the provisions of the additional terms will govern.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES AND A WAIVER OF YOUR CLASS ACTION RIGHTS.

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Tyler reserves the right to change the terms, conditions, and notices under which the Services are offered, including but not limited to the charges associated with the use of the Services. Tyler may modify these Terms of Use at any time, and such modifications will be effective immediately upon posting of the modified Terms of Use. Accordingly, you agree to review the Terms of Use periodically, and your continued access or use of the Services will be deemed your acceptance of the modified Terms of Use.

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No Unlawful or Prohibited Use

As a condition of your accessing, using, downloading or logging into the Services, you warrant to Tyler that you will not access or use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices or by the terms specific to a particular Service as applicable. You may not use the Services in any manner which could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services.

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>Restrictions on Use</p> <p>You agree to use the Services only for lawful purposes and to follow all applicable laws and regulations of the United States and any state, province or country in which you reside that are in effect and that may be in effect in the future when using the Services. While using the Services, you will not:</p> <ul style="list-style-type: none"> – Violate any laws, regulations, third-party rights (including intellectual property rights), or Tyler’s policies; – If any feature of a Service allows you to post or upload content, post or upload any content that is libelous, defamatory, harmful, harassing, threatening, false, misleading, or discriminatory; – If any feature of a Service allows you to post or upload content, post, use, or upload any content that misappropriates any trade secret or infringes any intellectual property rights, rights of publicity, rights of privacy, or proprietary right of any party; – Affect Tyler adversely or reflect negatively on the Services, Tyler, our goodwill, name, or reputation; – Impersonate anyone or any entity or falsely state or misrepresent your affiliation with a person or entity; – Display advertising or commercial content; – Collect or store personal data about other users or individuals; – Use any computer code, data mining software, "robot," "bot," "spider," "scraper" or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the Web pages, data or content found or accessed through the Services; – Transmit any material that contains software viruses, trojan horses, worms, time bombs, cancelbots, or other malicious code; – Take any action to use the Services in any manner that violates or is inconsistent with this Terms of Use or to circumvent, compromise or defeat any security measures implemented in the Services, including to gain unauthorized access to: (i) Tyler’s applications, products and services; (ii) other users’ accounts, names, passwords, personally identifiable information; or (iii) other computers, websites, or pages connected or linked to Tyler’s Services; – Display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer, or transmit for any commercial purposes, all or any portion of the Services or use in-line or other linking to display content from the Services without Tyler’s permission; or – Modify, disrupt, impair, alter, or interfere with the use, features, functions, operation, or maintenance of the Services or the rights or use and enjoyment of the Services by any other person, firm, or enterprise (collectively, “Person”); or collect, obtain, compile, transmit, reproduce, delete, revise, or display any material or information, whether personally identifiable or not, posted by or concerning any other Person in connection with use of the Services, unless you have obtained the express, prior permission of such other Person. – Some Services may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. Tyler has no obligation to monitor the Communication Services. However, Tyler reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Tyler reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever. <p>Always use caution when giving out any personally identifying information in any Communication Service. Tyler does not control or endorse the content, messages or information found in any Communication Service and, therefore, Tyler specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service.</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>Registration and Account Information</p> <p>In some cases, you must register and create an account in order to use the Services. To register and create an account ("Registered Account") you may be required to create login credentials such as a username and password and provide personal information such as an email address and mobile phone number. You are responsible for maintaining the confidentiality of your login credentials and will be responsible for all activities that occur under your Registered Account. Should you become aware of or suspect any unauthorized use of your Registered Account, you will immediately notify Tyler at info@tylertech.com. In connection with the foregoing, you agree to: (i) provide true, accurate, current and complete registration and account information about yourself as prompted and required by the Services; and (ii) provide any updates to your Registered Account as required to keep it true, accurate, current and complete.</p> <p>Reviews, Comments and Other Submissions To Any Service</p> <p>We welcome your comments and feedback regarding a Service provided to us using contact information available through the Service. Comments, feedback, suggestions, ideas or materials you provide to Tyler or post, upload, input or submit to any Service or its associated services, features, or applications (collectively "Submissions") are not confidential and will become and remain the property of Tyler. Tyler shall not be liable for any use of a Submission.</p> <p>No compensation will be paid with respect to the use of your Submission, as provided herein. Tyler is under no obligation to post or use any Submission you may provide.</p> <p>By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.</p> <p>Tyler has no obligation to monitor the Submissions. However, Tyler reserves the right to review materials posted to the Services and to remove any materials in its sole discretion.</p> <p>Tyler reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit or refuse to post any information or materials, in whole or in part, in Tyler's sole discretion.</p> <p>Liability Disclaimer</p> <p>THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SERVICES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. TYLER AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SERVICES AT ANY TIME. ADVICE RECEIVED VIA THE SERVICES SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.</p> <p>TYLER AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED WITHIN OR ACCESSED THROUGH THE SERVICES FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>"AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. TYLER AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.</p> <p>TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TYLER AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICES, WITH THE DELAY OR INABILITY TO USE THE SERVICES OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF TYLER OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.</p> <p>SERVICE CONTACT : info@tylertech.com</p> <p>Termination/Access Restriction Tyler reserves the right, in its sole discretion, to terminate your access to the Services and the related services or any portion thereof at any time, without notice.</p> <p>Disputes Please contact Tyler in writing at 5101 Tennyson Pkwy, Plano, Texas 75024, Attn: Legal Department, regarding any claim or controversy arising out of or relating to this Agreement, or any breach thereof, and Tyler will attempt in good faith to resolve the claim, or we can agree to engage in mediation. Each party agrees to pay for its own expenses in engaging in mediation. Any claim, dispute, or controversy that cannot be resolved through mediation within thirty (30) days following receipt of written notice will be settled by arbitration as set forth below.</p> <ol style="list-style-type: none"> 1. Arbitration. Except for claims or controversies for which Tyler may pursue injunctive relief, any claim, dispute, or controversy arising out of or relating to the Services, this Agreement, or the breach, termination, enforcement, interpretation, or validity of this Agreement, will be resolved exclusively by binding arbitration administered by the American Arbitration Association ("AAA") before a single arbitrator. Payment of all filing, administration, and arbitrator fees will be governed by AAA's applicable rules. The arbitrator's decision shall be controlled by this Agreement and any other agreements referenced herein. If the claim or controversy is for \$10,000 or less, Tyler agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If the claim or controversy exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the award of the arbitrator shall be accompanied by a statement of the reasons upon which the award is based. You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that you have 					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph.</p> <ol style="list-style-type: none"> 2. Limitation on Time to File. YOU AGREE THAT IF YOU DO NOT FILE A DEMAND TO ARBITRATE A DISPUTE WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED. 3. Arbitration on an Individual Basis Only; Class Arbitration Waiver. YOU AGREE THAT, BY ACCEPTING THIS AGREEMENT, YOU AND TYLER ARE EACH WAIVING THE RIGHT TO PARTICIPATE IN OR BRING A CLASS ACTION. TYLER AND YOU AGREE TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS AND AGREE THAT THIS AGREEMENT DOES NOT PERMIT CLASS ARBITRATION OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, AND THUS THE FEDERAL ARBITRATION ACT (“FAA”) GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. IF FOR ANY REASON, A CLAIM PROCEEDS IN COURT RATHER THAN ARBITRATION, TYLER AND YOU WAIVE ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION AGAINST EACH OTHER. 4. Applicable Law and Venue. The Service is accessible over the Internet and therefore available worldwide, Access to and use of the Services is at your own risk and subject to the laws of the United States of America in addition to the applicable laws in your state, province or country. You are responsible for compliance with any local laws and regulations. Nothing in the Services should be interpreted as a promotion or solicitation for any product of any nature that is not authorized by the laws and regulations of the country where you are located. You agree that the laws of the State of Texas, USA, without giving effect to any principles of conflicts of law, govern this Agreement and any dispute of any sort that may arise between you and us or any of our subsidiaries. Any arbitration related to this Agreement shall occur in Collin County, Texas. Tyler and you acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the foregoing paragraph with respect to applicable substantive law, any arbitration conducted pursuant to this Agreement shall be governed by the FAA, 9 U.S.C. §§ 1-16. 5. Conflict. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the code of procedure established by the AAA, the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting provision were not contained herein. 6. Injunctive Relief. Notwithstanding anything to the contrary, Tyler retains the right to seek injunctive relief if you use the Services in violation of the access rights or the restrictions on use, infringe upon or misappropriate Tyler’s intellectual property rights, or breach your obligation to maintain the confidentiality of Tyler’s confidential or proprietary information made available to you through the Services. <p>Copyright and Trademark Notices Tyler and our logos, trademarks, service marks, product names, text, design, graphics, interfaces and code displayed by, in or on the Services are: ©2025 Tyler Technologies, Inc. All Rights Reserved and/or its suppliers. All rights reserved.</p> <p>Trademarks The names of actual companies and products mentioned herein may be the trademarks of their respective owners.</p> <p>The example companies, organizations, products, people and events depicted herein are fictitious. No association with any real company, organization, product, person, or event is intended or should be inferred.</p>				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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Any rights not expressly granted herein are reserved.

Notices and Procedure for Making Claims of Copyright Infringement

Notifications of claimed copyright infringement should be sent to:

Tyler Technologies, Inc.
 Attention: Chief Legal Officer
 1 Tyler Drive
 Yarmouth, ME 04096
copyright@tylertech.com

The notification must be in writing and include the following:

1. The signature of the copyright owner or someone acting on the copyright owner’s behalf;
2. Identification of the copyrighted work(s) claimed to have been infringed;
3. Identification of the material(s) claimed to be infringing;
4. Contact information for the copyright owner or someone acting on the copyright owner’s behalf;
5. A statement that the copyright owner has a good faith belief that use of the material in the manner complained about is not authorized;
6. A statement that the information in the notification is accurate and, under the penalty of perjury, that the complaining party is authorized to act on behalf of the copyright owner.

Any notification that does not include all of the above information will not receive a response.

It is the policy of Tyler Technologies, Inc., to terminate accounts belonging to users who are repeat infringers.

Effective April 29, 2024

Pricing

The My Civic engagement bundle is designed to promote civic engagement and enhance a community’s quality of life. Putting all public-facing engagement tools in a single app makes it easier for your citizens to play a more active role in your community. The My Civic bundle lets you tailor

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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your messaging to your community. You can incorporate your organization’s branding with flexible, customizable design options, and you have complete control over content, which can be updated in real-time to ensure that only the most current information is shared with your constituents.

Product Name	Product Description
My Civic - population-based pricing (1M-5M)	*\$40,000/mo +\$35,000 Implementation per Dept
My Civic - population-based pricing for municipalities (500k-1M)	*\$20,000/mo +\$35,000 Implementation per Dept
My Civic - population-based pricing for municipalities (250k-500k)	*\$17,500/mo +\$35,000 Implementation per Dept
My Civic - population-based pricing for municipalities (<250k)	*\$15,000/mo +\$35,000 Implementation per Dept

AI Resident Assistant

Product Information


RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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833.895.3783
ResidentEngagement@tylertech.com
tylertech.com


Resident Assistant

Answer in an Instant: Empowering Residents With Smart Self Service



From On Hold

>>>



to Online

Imagine Sarah, a working parent trying to renew a permit or access important documents. Instead of navigating websites or waiting on hold she gets help instantly by asking her questions directly to your Resident Assistant: a conversational interface, providing responses, support and information in a natural, engaging manner.

With the Resident Assistant, you can:

- Guide residents step-by-step through services with clarity and ease
- Deliver accurate, real-time information 24/7
- Reduce call volumes and agency workload
- Create a one-stop shop for residents to experience a streamlined experience


Tyler's Resident Assistant harnesses the power of artificial intelligence (AI) to improve service delivery and enhance the resident experience. It is configured and trained on data from your chosen site, integrating deeply with your government services allowing users to access hard-to-reach information and complete complex tasks in a fraction of the time. Leveraging the latest advancements in generative AI, Tyler's Resident Assistant prioritizes data safety and privacy, providing a trustworthy solution for your residents, and enhancing efficiency for your staff.

Key Capabilities:

- Seamless integration with your existing digital services and systems and connected data from any number of agencies and departments
- Comprehension and response to natural language questions with human-like accuracy allowing residents to ask questions in a way that is comfortable to them
- Surfacing of complex, buried information, no search term expertise required
- A guide for residents through multi-step processes like renewals, applications, and scheduling
- Flexible deployment options across web and mobile interfaces

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"Fifty-one percent of Americans prefer to access public services through digital technologies or mobile apps"
Brookings Institution



Visit tylertech.com
or scan this QR code

For more information visit tylertech.com

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RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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Terms & Conditions

The AI Resident Assistant product is already a component of the Master Contract, Appendix E. Terms and Conditions have been negotiated and executed as in Amendment 7 of the Master Contract.

APPENDIX G – RESIDENT ASSISTANT

RESIDENT ASSISTANT SOFTWARE AS A SERVICE TERMS OF SERVICE

These Resident Assistant, Software as a Service, Terms of Service, attached to the contract between the Nebraska State Records Board (“NSRB” or “State”) and Nebraska Interactive, LLC dba Tyler Nebraska (“Tyler”) (the “Master Contract”) govern the State’s use as an end user of Tyler’s Resident Assistant proprietary software products (“Resident Assistant”). The parties are referred to herein individually as “Party” or collectively as “Parties.”

WHEREAS, Tyler has designed, developed, purchased or configured certain computer software systems which Tyler has designated as Resident Assistant and has used such software in support of commercial and government programs; and

WHEREAS, State desires to acquire from Tyler and Tyler wishes to grant to State a non-exclusive license to use the Resident Assistant as further defined, permitted, conditioned, and restricted below; and

WHEREAS, State and Tyler agree to be bound by these Resident Assistant software as a Service Terms of Service (“Terms of Service”) which govern the use and license rights associated with the Resident Assistant products, applications and modules.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of covenants and obligations hereinafter set forth, the Parties agree as follows:

SECTION A – DEFINITIONS

Definitions in the Master Contract, as amended by the Parties, apply to these Terms of Service.

SECTION B - RESIDENT ASSISTANT REQUIREMENTS

Subject to the terms and conditions of the Master Contract, and the business requirements set forth in a Statement of Work, the Resident Assistant solution will provide the following:



RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<ol style="list-style-type: none"> 1. A solution which retrieves and delivers public information solely from designated Partner websites (the “Partner Website(s)”) to an individual or entity who directly accesses and uses the Resident Assistant (“End User”) through an interactive, text-based conversational interface; 2. An embeddable user interface, which conforms, to the extent reasonably practicable, to the Partner’s brand guidelines; 3. Responses to End User inquiries that, when applicable, include source citations to the public content displayed on the Partner Website(s), based on Partner-approved and publicly accessible content, with data governance measures to identify and mitigate bias; 4. A solution that is designed with a privacy-first approach and is not programmed to collect or output any personally identifiable information or protected health information in its responses; and 5. Content review and filtering technologies that prevent profanity, defamatory language, hate speech, or other abusive content from being returned as output data to End Users. <p>SECTION C – SaaS SERVICES</p> <ol style="list-style-type: none"> 1. Rights Granted; Ownership. <ol style="list-style-type: none"> 1. Upon execution of a Statement of Work, Tyler grants the non-exclusive, non-assignable limited right to use the Resident Assistant on a subscription basis. These Terms of Service do not provide State with title to or ownership of the Resident Assistant, but only a right of limited use as further delineated herein. Tyler may develop derivative data assets and insights based on data State makes publicly available for purposes of enhancing and developing the Resident Assistant. If Tyler develops a separate, future product that is materially derived from such data, Tyler shall obtain State’s written approval. Tyler shall not sell or transfer public or non-public data provided by the State without the State’s written approval. 2. Tyler may access, collect, or use State’s or its End Users’ non-public data for the purposes of: (i) providing maintenance and support, (ii) protecting Tyler, State and/or End Users from cybersecurity threats and to secure the State’s data and End User data that Tyler processes, (iii) aggregating and summarizing the transcripts of the interaction with the End User to share with State or provide continuous improvement of the services, and (v) other internal business operations purposes. 3. State expressly recognizes that except to the extent necessary to carry out Tyler’s obligations contained in these Terms of Service, Tyler does not create or endorse any data provided, accessed, used, or disclosed in connection with the Resident Assistant. 2. Restrictions. <ol style="list-style-type: none"> 1. State shall not, and shall require its End Users agree to not, create, upload, or share content that violates third-party copyright, trademark, privacy, data protection, publicity, or other rights or that plagiarizes third party content. Additionally, State shall not, and shall require its End Users to agree not to: (a) enter text prompts to infringe another party’s rights copyright, trademark, patent or trade secret laws; (b) upload or share information or images that includes a third party’s copyrighted or trademarked content; (c) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Resident Assistant; (d) access or use the Resident Assistant in order to build or support, 				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>and/or assist a third party in building or supporting, products or services competitive to Tyler or its subsidiaries; (e) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Resident Assistant available to any third party other than as expressly permitted by these Terms of Service; (f) provide, store, or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material; (g) interfere with or disrupt the integrity or performance of Resident Assistant (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Tyler’s prior written consent, which consent shall not be unreasonably withheld); or (h) attempt to gain unauthorized access to the Resident Assistant or its related systems or networks.</p>				
	<ol style="list-style-type: none"> 2. State acknowledges and understands that the Resident Assistant is not designed to serve as the system of record and shall not be used in a manner where the interruption of the services could cause personal injury (including death) or property damage. The Resident Assistant is not designed to require for its intended use, process or store personal data protected by applicable privacy or security laws, regulations, or orders, including but not limited to the Family Education Rights and Privacy Act (“FERPA”) or similar laws related to student data, Criminal Justice Information Systems (CJIS), or other similar sensitive data, the Health Insurance Portability and Accountability Act (HIPAA), and any federal or state breach notification law, and by using the Resident Assistant, State acknowledges and agrees that State and its End Users are using the Resident Assistant at State’s and its End User’s own respective risk. 3. State acknowledges and understands that Resident Assistant is not designed or intended for use in locations outside of the United States or by children under the age of 13 years old, and that State is solely responsible for notifying End Users of any laws applicable to End Users who choose to access Resident Assistant, including from non-US locations. 4. State’s noncompliance with the restrictions set forth in this Section B.2. shall constitute a material breach of these Terms of Service. State is solely responsible for State’s compliance with these Terms of Service. State will inform End Users of their liability for improper or non-compliant use of the Resident Assistant. 5. Tyler warrants the Resident Assistant will perform in a commercially reasonable manner in accordance with the Resident Assistant Requirements in Section B of these Terms of Service, and as otherwise specified in the Statement(s) of Work. Subject to the foregoing warranty, to the extent permitted by law and the Master Contract, TYLER HERBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. WHILE TYLER TAKES REASONABLE PHYSICAL, TECHNICAL, AND ADMINISTRATIVE MEASURES TO SECURE THE RESIDENT ASSISTANT, TYLER DOES NOT GUARANTEE THE RESIDENT ASSISTANT CANNOT BE COMPROMISED AND THEY ARE PROVIDED “AS IS” and “WITH ALL FAULTS”. STATE UNDERSTANDS THAT THE RESIDENT ASSISTANT MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED. Tyler reserves the right to temporarily or permanently throttle or suspend use of Resident Assistant, with or without notice to State, in the event of (i) 				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>excessive use of the service impacting availability or impairing of use, (ii) use prohibited by law, regulation or governmental order, (iii) attempts to gain unauthorized access to or disrupt any service, device, data, account or network, (iv) attempts to spam or distribute malware, or (v) any use of automated or scripting processes (such as bulk or automated uploading of content through a script). For the avoidance of doubt, interruptions to the Resident Assistant as set forth in this Section are subject to the penalty provisions set forth in the Master Contract.</p> <p>3. Access and Usage by Internal State Users and Contractors. State may allow State’s internal users and third-party contractors to access the Resident Assistant and any technical or policy controls, in compliance with these Terms of Service, which access must be for State’s sole benefit. State (a) must keep its passwords secure and confidential; (b) must use commercially reasonable efforts to prevent unauthorized access to or use of its account and notify Tyler promptly of any such unauthorized access or use; and (c) all Parties shall comply with all federal, state and local laws, regulations and policies of State, as to provision and use of the Resident Assistant.</p> <p>4. Use by End Users. State is solely responsible for determining and authoring the online terms of use, disclosures and legally required notices relative to the use of the Resident Assistant by End Users, and the enforcement thereof. Tyler will assist in providing information regarding the Resident Assistant, as necessary to assist the State. Tyler may access, use, and transfer within its organization the transcript of the interaction with the End User, for any lawful purpose, including but not limited to aggregating and summarizing the data to share with State, and/or for the continuous improvement of the services.</p> <p>5. Third-Party Terms. To the extent permitted by law and not in conflict with the Master Contract, through the use of Resident Assistant, State must agree to and comply with, and require the End Users to agree to comply with the following third-party terms and conditions, at a minimum:</p> <ul style="list-style-type: none"> - Microsoft Generative AI Services Code of Conduct - Customer Copyright Commitment Required Mitigations - Universal License Terms for Online Service applicable to Microsoft Generative AI Services - Microsoft Azure, Limited Access and Azure Open AI Services terms - Data, Privacy, and Security for Azure OpenAI Service - Transparency Note for Azure OpenAI Service - Transparency Note: Azure AI Content Safety - https://privacy.microsoft.com/en-us/privacystatement. 				
Pricing					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>The AI Resident Assistant product is already a component of the Master Contract, Appendix E. Pricing is identified in Amendment 7 of the Master Contract.</p> <p>Document Automation</p> <p>Product Information</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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Document Automation, powered by CSI, for Courts
AI-Enabled Document Understanding and Workflow Automation

Tyler's Document Automation solution automates workflows so professionals in your court can transition from manual, repetitive, error-prone document review and data-entry tasks to focus instead on providing an enhanced justice experience for everyone involved in the process.

Thanks to intelligent document understanding and automated data-entry capabilities, your electronic filings are reviewed and docketed automatically within your case management system (CMS) exactly as they would have been by a human, but in less time and with zero mistakes.

By using Document Automation, your court can speed up document-processing times, expedite CMS workflow tasks, reduce errors, improve customer satisfaction, and give court staff more time to focus on meaningful, complex tasks — all while improving the bottom line. Here's how:

Large Language Model (LLM) Hosting Server. Our Document Automation solution is built on a Tyler-hosted open source LLM server. The server is home to the latest and smartest LLMs, specifically the knowledge needed to automatically prompt your court workflow. With this approach, the system-ready automatically prompt engines and the wealth of combined knowledge drastically streamline configuration and implementation timelines. Courts simply identify the fields necessary for each document type, and the solution automatically uses the LLM prompt to extract the appropriate document data — no supervised system training necessary.

Because the system is also leveraging the most intuitive LLMs (and sometimes multiple), document processing accuracy rates increase by as much as 15-20%. These additional layers of data validation prevent hallucination and have the potential to eliminate human in the loop reviews.


...continued on next page

For more information visit tylertech.com

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BENEFITS OF DOCUMENT AUTOMATION

- 5x the number of human-processed documents per hour
- Automatic document classification, data extraction, redaction, and data entry
- Reduced repetitive tasks
- Higher accuracy leveraging the latest, smartest, and hosted combination of LLMs
- Expanded document-processing hours
- Improved customer experience
- Increased ability to scale
- Seamless integration with a range of eFile and case management systems
- Secured data in the AWS cloud with built-in hallucination protection
- Faster and proven implementation timeframe
- Substantial ROI and cost savings potential



Document Classification and Data Extraction. Eliminate manual document review by using AI tools trained specifically to classify then extract docket-specific structured CMS data from any electronic document filing. Automatically, your filed documents are classified and validated with minimal need for human review.

AI-Powered Data Redaction. AI redaction uses machine learning to remove personal identity and redact confidential information automatically. This includes removal of SSNs and personally identifiable information (PII) as defined by the court irrespective of its data type from both the image as well as text layers in your documents. AI can also complete complex redactions where its not a simple keyword data location.

Robotic Process Automation. Robotic process automation (RPA) provides software robots that navigate your applications, making rules-based decisions based on your court's processes, just like human employees would — performing consistent data entry automatically and with zero mistakes.

AI-Enabled OCR. Even our optical character recognition (OCR) engine that converts documents to text is AI powered. That means Document Automation's document understanding extends to processing typographical errors as well as hand-printed text from physical documents. Enabled to run on special-purpose AI hardware (GPU's), our AI processing is 100x faster than traditional OCR.

ENHANCED JUSTICE EXPERIENCE

Efficient, front-end processes powered by AI automation create many benefits. Court staff are empowered to provide personalized attention to higher-value tasks, relieving stress from the burden of menial obligations. There's more room to focus on face-to-face customer service for internal and external stakeholders alike. Lawyers, paralegals, and self-represented litigants enjoy swifter access to needed materials. And all legal requirements are met on a timely basis.

IMPROVED SCALE, REDUCED COSTS, ROI

Document Automation provides quick access to reliable, scalable automations that can help fill workforce gaps, eliminate case backlogs, and achieve same-day document acceptance — all with proven client satisfaction, efficiency for the entire team, and a faster implementation timeline. Since using Document Automation, dating back to 2017, to automate electronic filings, Palm Beach County, Florida, has achieved \$1.9 million in annual savings.

PARTNERSHIP YOU CAN TRUST

Tyler is the leader in court document AI automations having first introduced AI automation technology to that market in 2017. Document Automation is the first and only document-understanding, data extraction, redaction, and RPA solution purpose-built for this sector. With 30 years of court experience, the team is committed to educating courts about AI technology to remove apprehension, stigma, and fear.

Tyler can ensure that AI is implemented in your court in a way that is safe, effective, and accessible for anyone on your team to use, while harnessing the power and speed of the latest LLM technology. The software has a well-credentialed, data-backed reputation of security, trustworthiness, and high-quality control checkpoints.

By investing in Tyler's AI-enabled document understanding and workflow automation solution, you're gaining efficiency that will optimize court staff time, attention, accuracy, speed of data processing, and the justice experience for all involved — all while reducing operational costs and improving customer service.

Learn more about Document Automation or contact us to get your court started: info@tylertech.com or 972.713.3700.

Empowering people who serve the public™



RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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Terms & Conditions

Courts & Justice – Document Automation

- NASPO Product Information document (pg. 403 – 431)

SOFTWARE AS A SERVICE AGREEMENT FOR COURTS & JUSTICE SOFTWARE SOLUTIONS

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler’s proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Service 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 .
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the last signature date set forth in the signature block.
- **“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 products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to the Client, including any addenda and supplements thereto.

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<ul style="list-style-type: none"> – “SaaS Fees” means the fees for the SaaS Services identified in the Investment Summary. – “SaaS Services” means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services. – “SLA” means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C. – “Support Call Process” means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C. – “Third Party Hardware” means the third party hardware, if any, identified in the Investment Summary. – “Third Party Products” means the Third Party Software and Third Party Hardware. – “Third Party SaaS Services” means software as a service provided by a third party, if any, identified in the Investment Summary. – “Third Party Software” means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software. – “Third Party Terms” means, if any, the end user license agreement(s) or similar terms, as applicable. – “Tyler” means Tyler Technologies, Inc., a Delaware corporation. <ul style="list-style-type: none"> ■ “Tyler Software” means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third- party software that we are licensed to embed in our proprietary software and sub-license to you. – “we”, “us”, “our” and similar terms mean Tyler. – “you” and similar terms mean Client. <p>SECTION B – SAAS SERVICES</p> <ol style="list-style-type: none"> 1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). 2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). 3. Ownership. <ol style="list-style-type: none"> 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services. 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only. 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services. 					

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	<p>4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.</p> <p>5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.</p> <p>6. SaaS Services.</p> <p>6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center.</p> <p>6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.</p> <p>6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a disruption of SaaS Services from the data center hosting your data, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the Tyler Software must be restored.</p> <p>6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.</p> <p>6.5 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.</p> <p>6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.</p>				

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	<p>6.7 We provide secure Data transmission paths between each of your workstations and our servers.</p> <p>6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.</p> <p>SECTION C – OTHER PROFESSIONAL SERVICES</p> <ol style="list-style-type: none"> 1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement. 2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. 3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote. 4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments. 5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you. 6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software. 7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. 8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. 9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will: <ol style="list-style-type: none"> 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy); 9.2 provide support during our established support hours; 				

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	<p>9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;</p> <p>9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and</p> <p>9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.</p> <p>We will use all reasonable efforts to perform 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 your VPN for backup connectivity purposes.</p> <p>For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then- current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.</p> <p>10. ^Enterprise Justice Legislative Change Support. For Enterprise Justice county customers, we make available legislative change support as follows:</p> <p>10.1 We will provide you with refinements, enhancements, or other modifications to the Enterprise Justice Tyler Software as necessary to comply with enacted statewide legislation or administrative regulation applicable to all our clients in your state pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates.</p> <p>10.2 We will use commercially reasonable efforts to implement such changes within the time frames set in the applicable legislation or regulation, but in any event within the next version release of the Enterprise Justice Tyler Software.</p> <p>10.3 For county customers, our responsibility for legislative change support in each annual term is limited to the number of hours of analysis, post-release data migration, and testing services, at our then-current hourly rates, equal to 20% of the total annual maintenance and support fees or 8% of the total annual SaaS fees paid by all customers within your state during that term.</p> <p>10.4 You are responsible for any fees in excess of the applicable limits under Section 10.3 above, as well as the cost of any other services required to implement such changes, including, without limitation, training, configuration, project management, or data conversion from external sources. Prior to performing any services under this Section that would result in fees to you, we will provide you with a change order or addendum.</p>				

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	<p>10.5 Business process changes, including usage of optional or new features and data fields, may be required to meet the needs of legislative changes. Tyler will document intended utilization of such new features or new fields, but it is the client’s responsibility to enact process changes for compliance with new requirements.</p> <p>10.6 Our legislative change support obligations do not apply to services required to support new duties or responsibilities that expand upon the scope of your internal business purposes disclosed to us as of the Effective Date.</p> <p>SECTION D – THIRD PARTY PRODUCTS</p> <p>To the extent there are any Third-Party Products identified in the Investment Summary, the Third-Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.</p> <p>SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES</p> <ol style="list-style-type: none"> 1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2). 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. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so. <p>SECTION F – TERM AND TERMINATION</p> <ol style="list-style-type: none"> 1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement. 				

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	<p>2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).</p> <p>2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.</p> <p>2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).</p> <p>2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.</p> <p>2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.</p> <p>SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE</p> <p>1. Intellectual Property Infringement Indemnification.</p> <p>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.</p> <p>1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.</p> <p>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.</p> <p>1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.</p> <p>2. General Indemnification.</p>				

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	<p>2.1 We will defend, 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.</p> <p>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.</p> <p>1. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.</p> <p>2. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).</p> <p>3. 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.</p> <p>4. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.</p> <p>SECTION H – GENERAL TERMS AND CONDITIONS</p> <p>1. Additional Products and Services. You may purchase additional Tyler products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually</p>				

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	<p>agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.</p> <ol style="list-style-type: none"> 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 not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures. 4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement. 5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law. 6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project. 7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld. 8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets. 9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event. 10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms. 11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted 				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.</p> <p>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.</p> <p>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.</p> <p>14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.</p> <p>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.</p> <p>16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.</p> <p>17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:</p> <ul style="list-style-type: none"> (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or (c) a party receives from a third party who has a right to disclose it to the receiving party; or (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law. <p>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.</p> <p>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.</p>				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.</p> <p>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.</p> <p>22. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler’s Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler’s Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.</p> <p>23. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup, and to applicable provisions found in the current Twilio Terms of Service, available at https://www.twilio.com/legal/tos. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user’s failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.</p> <p>24. Payment Processing Terms. Your use of Tyler Software that includes payment processing services is subject to the terms of Tyler’s Payment Processing Agreement, available at https://www.tylertech.com/terms/payment-processing-agreement. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms.</p> <p>25. Contract Documents. This Agreement includes the following exhibits:</p> <p>Exhibit A Investment Summary Exhibit B Invoicing and Payment Policy Schedule 1: Business Travel Policy Exhibit C Service Level Agreement Schedule 1: Support Call Process ^Exhibit D Enterprise Supervision Electronic Monitoring Devices Terms <i>[if applicable]</i> Schedule 1: End User Terms and Conditions for Wireless Services</p>				

Pricing

Product Name	Product Description
	AI Core includes X million pages/year core AI document classification/separation, data extraction/redaction engines with online learning / online benchmarking and designers - unlimited servers on premise.

RTM #			Bidder	Subcontractor/ Affiliate	Third Party	No
	AI Core - On Premise - 1M pages	\$142,340 per year				
	AI Core - On Premise - 2M pages	\$177,558 per year				
	AI Core - On Premise - 3M pages	\$248,196 per year				
	AI Core - On Premise - 4M pages	\$303,210 per year				
	AI Core - On Premise - 5M pages	\$341,453 per year				
	AI Core - On Premise - 6M pages	\$476,804 per year				
	AI Core - On Premise - 10M pages	\$628,272 per year				
	AI Core - On Premise - 15M pages	\$788,755 per year				
	AI Core - On Premise - 20M pages	\$983,382 per year				
	AI Core - On Premise - 30M pages	\$1,214,720 per year				
	AI Core - On Premise - 40M pages	\$1,540,566 per year				
	AI Core - On Premise - 60M pages	\$1,929,737 per year				
	AI Core - On Premise -100M pages	\$2,409,520 per year				
	AI Core - On Premise - 120M pages	\$3,007,051 per year				
	AI Core SaaS - 1 million pages	\$301,108 per year				
	AI Core SaaS - 2 million pages	\$336,326 per year				
	AI Core SaaS - 3 million pages	\$406,964 per year				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	AI Core SaaS - 4 million pages	\$491,571 per year			
	AI Core SaaS - 5 million pages	\$529,814 per year			
	AI Core SaaS - 6 million pages	\$665,165 per year			
	AI Core SaaS - 10 million pages	\$816,633 per year			
	AI Core SaaS - 15 million pages	\$998,755 per year			
	AI Core SaaS - 20 million pages	\$1,233,382 per year			
	AI Core SaaS - 30 million pages	\$1,514,720 per year			
	AI Core SaaS - 40 million pages	\$1,890,566 per year			
	AI Core SaaS - 60 million pages	\$2,329,737 per year			
	AI Core SaaS - 100 million pages	\$2,909,520 per year			
	AI Core SaaS - 120 million pages	\$3,557,051 per year			
	Courts Knowledge includes Advanced Courts Knowledgebase supporting X million pages/year.				
	Courts Knowledge - 1 million pages	\$11,605 per year			
	Courts Knowledge - 2 million pages	\$20,954 per year			
	Courts Knowledge - 3 million pages	\$29,257 per year			
	Courts Knowledge - 4 million pages	\$35,787 per year			

RTM #			Bidder	Subcontractor/ Affiliate	Third Party	No
	Courts Knowledge - 5 million pages	\$40,301 per year				
	Courts Knowledge - 6 million pages	\$53,471 per year				
	Courts Knowledge - 10 million pages	\$74,155 per year				
	Courts Knowledge - 15 million pages	\$93,097 per year				
	Courts Knowledge - 20 million pages	\$116,070 per year				
	Courts Knowledge - 30 million pages	\$159,595 per year				
	Courts Knowledge - 40 million pages	\$177,328 per year				
	Courts Knowledge - 60 million pages	\$217,630 per year				
	Courts Knowledge - 100 million pages	\$274,689 per year				
	Courts Knowledge - 120 million pages	\$348,210 per year				
	LR Knowledge includes Advanced Land Records knowledge base supporting up to X million pages/year.					
	LR Knowledge - 1 million pages	\$11,606 per year				
	LR Knowledge - 2 million pages	\$20,956 per year				
	LR Knowledge - 3 million pages	\$29,259 per year				
	LR Knowledge - 4 million pages	\$35,787 per year				
	LR Knowledge - 5 million pages	\$40,302 per year				
	LR Knowledge - 6 million pages	\$53,471 per year				


RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	LR Knowledge - 10 million pages	\$74,155 per year			
	LR Knowledge - 15 million pages	\$93,098 per year			
	LR Knowledge - 20 million pages	\$116,070 per year			
	LR Knowledge - 30 million pages	\$159,596 per year			
	LR Knowledge - 40 million pages	\$177,329 per year			
	LR Knowledge - 60 million pages	\$217,631 per year			
	LR Knowledge - 100 million pages	\$274,689 per year			
	LR Knowledge - 120 million pages	\$348,211 per year			
	Other Knowledge includes Other or custom records knowledge base supporting up to X million pages/year				
	Other Knowledge - 1 million pages	\$11,606 per year			
	Other Knowledge - 2 million pages	\$20,956 per year			
	Other Knowledge - 3 million pages	\$29,259 per year			
	Other Knowledge - 4 million pages	\$35,787 per year			
	Other Knowledge - 5 million pages	\$40,302 per year			
	Other Knowledge - 6 million pages	\$53,471 per year			
	Other Knowledge - 10 million pages	\$74,155 per year			

RTM #			Bidder	Subcontractor/ Affiliate	Third Party	No	
	Other Knowledge - 15 million pages	\$93,098 per year					
	Other Knowledge - 20 million pages	\$116,070 per year					
	Other Knowledge - 30 million pages	\$159,596 per year					
	Other Knowledge - 40 million pages	\$177,329 per year					
	Other Knowledge - 60 million pages	\$217,631 per year					
	Other Knowledge - 100 million pages	\$274,689 per year					
	Other Knowledge - 120 million pages	\$348,211 per year					
	Robotic Process Automation - including robotic management and control system and unattended robotic automation delivery of processes. Supporting up to X million pages/year						
	RPA - Supplement	\$10,00 per year					
	RPA - 1 million pages	\$70,000 per year					
	RPA - 2 million pages	\$70,000 per year					
	RPA - 3 million pages	\$70,000 per year					
	RPA - 4 million pages	\$70,000 per year					
	RPA - 5 million pages	\$70,000 per year					
	RPA - 6 million pages	\$100,000 per year					
	RPA - 10 million pages	\$100,000 per year					
	RPA - 15 million pages	\$130,000 per year					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	RPA - 20 million pages	\$130,000 per year			
	RPA - 30 million pages	\$150,000 per year			
	RPA - 40 million pages	\$170,000 per year			
	RPA - 60 million pages	\$200,000 per year			
	RPA - 100 million pages	\$250,000 per year			
	RPA - 120 million pages	\$350,000 per year			
	Robotic Process Automation skills library including core and custom robotic actions between software components and systems. Supporting up to X million pages/year				
	RPA Skills Library - 1 million pages	\$25,000 per year			
	RPA Skills Library - 2 million pages	\$50,000 per year			
	RPA Skills Library - 3 million pages	\$50,000 per year			
	RPA Skills Library - 4 million pages	\$50,000 per year			
	RPA Skills Library - 5 million pages	\$75,000 per year			
	RPA Skills Library - 6 million pages	\$75,000 per year			
	RPA Skills Library - 10 million pages	\$100,000 per year			
	RPA Skills Library - 15 million pages	\$100,000 per year			
	RPA Skills Library - 20 million pages	\$125,000 per year			

RTM #			Bidder	Subcontractor/ Affiliate	Third Party	No
<p>Priority Based Budgeting</p> <p>Product Information</p>	RPA Skills Library - 30 million pages	\$125,000 per year				
	RPA Skills Library - 40 million pages	\$150,000 per year				
	RPA Skills Library - 60 million pages	\$150,000 per year				
	RPA Skills Library - 100 million pages	\$200,000 per year				
	RPA Skills Library - 120 million pages	\$200,000 per year				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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Priority Based Budgeting | **Fiscally Responsible Budgeting for Transparency & Trust**

Aligning Budgets to Priorities and Identifying Savings

To help organizations rethink budgeting in the face of uncertainty, Tyler's Priority Based Budgeting solution harnesses AI and machine learning to quickly uncover budget savings, identify revenue possibilities, better allocate funds, and create sustainable, fiscally responsible budgets.

Tyler's Priority Based Budgeting solution and services are used every day to help governments:

- Align funding to the highest priorities
- Analyze cost versus outcomes for strategic budgeting
- Reallocate funds from specific program levels
- Uncover budget savings
- Identify new revenue and resource optimization opportunities
- Enable residents to report and monitor issues



Priority Based Budgeting identifies patterns among similarly scored and categorized programs to suggest program-specific resource reallocation and revenue generation recommendations.

Leveraging AI and Tyler's Unique Government Experience

While state and local government and K-12 organizations want the benefits of priority-based budgeting, they often lack the resources to undertake the process. In recognition of this challenge, Priority-Based Budgeting uses AI modeling technology to significantly reduce the program budgeting lift.

Leveraging a decade's worth of data, Priority Based Budgeting uses AI and machine learning to unlock patterns and insights previously hidden in the granular details of raw line-item data.

Priority Based Budgeting enables insights into and predictions for:

- Program Inventory:** Analyzing personnel, non-personnel, operational line items, and other existing departmental budget data to create an inventory of an organization's programs.
- Program Costs:** Predicting how much of the strategic budget is applied to a specific program. This knowledge provides insight into the actual costs of a service, which helps decision-makers create more accurate comparisons and allocate funds to the highest-priority programs.
- Scoring:** Helping decision-makers evaluate each program in the inventory against five attributes: demand, mandate, population served, recovery cost, and reliance. The programs are then prioritized against the investments and outcomes that most impact their constituents. These scores provide decision-makers with data-backed evidence that they are spending money on the "right" programs.


Return on Investment Optimization Report

The Return on Investment Optimization Report is delivered at the end of each project, serving as a comprehensive playbook for implementing cost-saving strategies, revenue generating opportunities, and service delivery improvements.

To create the custom report, the Priority Based Budgeting platform uses AI to identify patterns among similarly scored and categorized programs from other governments to suggest program-specific resource reallocation and revenue generation recommendations.

The final report provides specific examples of programs that have been successful elsewhere to offer guidance for actionable steps to achieve goals.

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Priority Based Budgeting: The Process for Prioritization

1 LINE-ITEM DATA → 2 PROGRAM INVENTORY → 3 PROGRAM COSTING → 4 PROGRAM SCORING → 5 TAKE ACTION

Sub-steps: Resource Reallocation, Budget Development

The Priority Based Budgeting process connects line-item data to program inventories, costs, and scoring, enabling informed decision-making for resource reallocation and budget development.

The Foundation of a Better Budget Process

With Tyler's Priority Based Budgeting, organizations unlock benefits throughout the budgeting process.

Budget Development

Priority Based Budgeting links departmental budget requests to defined program outcomes. Each request includes detailed information on how the proposed funding will contribute to optimal outcomes.

Strategic Budgeting Transparency

Priority Based Budgeting establishes a transparent budget development process by aligning funding decisions with strategic priorities.

Value-Driven Allocation

Unlike traditional budgeting, where across-the-board cuts might be implemented during deficits, Priority Based Budgeting assigns a value to programs. This approach to budget analysis ensures essential and high-value programs receive continued funding while lower-value programs are considered for reduction, divestment, or elimination.

Program and Allocation Budgeting Clarity

Without clearly allocated resourcing, governments using traditional budgeting methods fail to adequately report, assess, and make informed decisions about their funding allocations.


Help Navigating the Process

In response to common priority-based budgeting pain points, such as organizational change management and workforce capacity constraints, Tyler offers Priority Based Budgeting Director as a supplemental service to help organizations navigate the budgeting process.

Priority Based Budgeting Director provides an expert experienced with public sector budgeting who:

- Is embedded in a client's priority-based budgeting leadership team
- Engages with department staff during budget development, data creation, and evaluation phases
- Works with key decision-makers as they evaluate their budget through the priority lens

To learn more, visit tylertech.com/pbb or scan the QR code.



Empowering people who serve the public | **tyler technologies**

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Terms & Conditions
Priority Based Budgeting

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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– NASPO EULA – Product Information – pg. 367-388

**Priority Based Budgeting (PBB)
Software as a Service Terms of Service**

These Software as a Service Terms of Service, (including the NASPO ValuePoint Master Agreement for those Purchasing Entities purchasing the Tyler Priority Based Budgeting (PBB) SaaS solutions under such vehicle), is the entire agreement between the Customer and Tyler relating to the Tyler proprietary software products procured, and it governs the Customer’s use as an end user of the Tyler PBB proprietary software products.

Customer agrees to be bound by these terms and conditions in these Tyler PBB SOFTWARE AS A SERVICE TERMS OF SERVICE (“Terms of Service”) which governs the use and license rights associated with the SaaS Services. The parties are referred to herein individually as Party or collectively as Parties.

WHEREAS, Tyler and Customer desire and specifically agree to be bound to each other by the terms and conditions as stated in this Agreement and the NASPO ValuePoint Master Agreement (as applicable); and

WHEREAS, Customer desires to acquire from Tyler and Tyler wishes to grant to Customer a non- exclusive right to use the SaaS Services as further defined, permitted, conditioned, and restricted below.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means the Task Order or Statement of Work to which these Terms of Service are attached, inclusive of these Terms of Service.
- **“Business Travel Policy”** means our business travel policy. Our current Business Travel Policy is available here:
<https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf>
- **“Client” or “Customer”** used interchangeably means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary, Statement of Work, or Purchase Order.
- **“Data”** means your data necessary to use the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then- current Documentation.
- **“Defined Users”** means the number of users, if any, that are identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to a Third-Party Product.

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<ul style="list-style-type: none"> – “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 by which both your and our authorized representatives have signed the Task Order or Statement of Work. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form. – “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 products and services attached as Exhibit A. – “Order Form” means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto. – “Professional Services” means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary. – “SaaS Fees” means the fees for the SaaS Services identified in the Investment Summary. – “SaaS Services” means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services. – “SLA” means the service level agreement. A copy of our current SLA is attached hereto as <u>Exhibit C</u>. – “Statement of Work” or “Task Order” means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E. – “Support Call Process” means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf – “Third-Party Hardware” means the third-party hardware, if any, identified in the Investment Summary. – “Third-Party Products” means the Third-Party Software and Third-Party Hardware. – “Third-Party SaaS Services” means software as a service provided by a third party, if any, identified in the Investment Summary. – “Third-Party Services” means the third-party services, if any, identified in the Investment Summary. – “Third-Party Software” means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software. – “Third-Party Terms” means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D. – “Tyler” means Tyler Technologies, Inc., a Delaware corporation. – “Tyler Software” means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary or Task Order and licensed by us to you through this Agreement. – “we,” “us,” “our” and similar terms mean Tyler. – “you” and similar terms mean Client. 				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>SECTION B – SAAS SERVICES</p> <ol style="list-style-type: none"> 1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement. 2. Ownership. <ol style="list-style-type: none"> 2.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services. 2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only. 3. Data. <ol style="list-style-type: none"> 3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services. 3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes. 3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at https://www.tylertech.com/privacy) and applicable law. 3.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws. 4. <u>Restrictions.</u> <ol style="list-style-type: none"> 4.1. You may not: <ol style="list-style-type: none"> 4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; 4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; 4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or 4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement. 4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party. 5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process. 					

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	<p>6. <u>SaaS Services.</u></p> <p>6.1 <i>Audit & Compliance.</i> Our SaaS Services are audited at least yearly in accordance with the AICPA’s Statement on Standards for Attestation Engagements (“SSAE”) No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.</p> <p>6.2. <i>Service Levels.</i> The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.</p> <p>6.3. <i>Business Continuity.</i> Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler’s System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.</p> <p>6.4 Security Measures. We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DDS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance and, in the event of any change in our status, we will comply with applicable notice requirements.</p> <p>SECTION C – OTHER PROFESSIONAL SERVICES</p> <p>1. Professional Services. We will provide you the various implementation and/or integration-related services itemized in the Order and if applicable, described in the Statement of Work.</p> <p>2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary, unless expressly state otherwise, are good-faith estimates of the amount of the time and materials required for your</p>				

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	<p>implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable rate by the quoted units.</p> <p>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.</p> <p>4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.</p> <p>5. Services Warranty. We will perform 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.</p> <p>6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable 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.</p> <p>7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.</p> <p>8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.</p> <p>9. Maintenance and Support Services.</p> <p>9.1 For the duration of this Agreement, we will:</p> <p>9.1.1 perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);</p> <p>9.1.2 provide telephone support during our established support hours as indicated in our then-current Support Call Process;</p> <p>9.1.3 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;</p> <p>in order to provide maintenance and support services;</p> <p>9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.</p> <p>9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in</p>				

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<p>the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.</p> <p>9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.</p> <p>9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.</p> <p>SECTION D – THIRD-PARTY PRODUCTS</p> <p>1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.</p> <p>2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.</p> <p>3. Third Party Products Warranties.</p> <p>3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.</p> <p>3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.</p> <p>3.3 You acknowledge that we are not the manufacturer of 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.</p> <p>4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.</p> <p>SECTION E – TERM AND TERMINATION</p> <p>1. <u>Term</u>. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A or one (1) year if no duration is indicated. The initial term commences on the first day of the first month following the Effective Date. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.</p> <p>2. <u>Termination</u>. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).</p>					

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<p>2.1. <i>Failure to Pay Fees.</i> You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.</p> <p>2.2. <i>For Cause.</i> If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).</p> <p>2.3. <i>Force Majeure.</i> Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.</p> <p>2.4. <i>Lack of Appropriations.</i> If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.</p> <p>SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE</p> <p>1. Intellectual Property Infringement Indemnification.</p> <p>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.</p> <p>1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.</p> <p>1.3. 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:</p> <p>1.3.1. procure the right to continue its use;</p> <p>1.3.2. modify it to make it non-infringing; or</p> <p>1.3.3. replace it with a functional equivalent.</p> <p>We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.</p> <p>1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.</p> <p>2. <u>General Indemnification.</u></p> <p>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 (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of 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.</p> <p>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 (i) personal injury, death, or</p>					

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<p>damage to tangible property, all to the extent caused by your negligence or willful misconduct; or (ii) 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.</p> <p>3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.</p> <p>4. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).</p> <p>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.</p> <p>6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate; (ii) Automobile Liability of \$1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of \$1,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.</p>					
<p>SECTION G – GENERAL TERMS AND CONDITIONS</p>					
<p>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 by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.</p> <p>2. Performance Issues and Dispute Resolution.</p> <p>2.1. <i>Notice.</i> You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.</p> <p>2.2. <i>Invoice Issues.</i></p> <p>2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.</p>					

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	<p>2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.</p> <p>2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute any fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.</p> <p>2.2.4. In addition to any other remedies available to us under this Agreement or law for non- payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.</p> <p>2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.</p> <p>2.3. <i>Dispute Resolution.</i> 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 not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.</p> <p>3. <u>Taxes.</u> 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.</p> <p>4. <u>Nondiscrimination.</u> We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.</p> <p>5. <u>E-Verify.</u> We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.</p> <p>6. <u>Subcontractors.</u> We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.</p> <p>7. <u>Binding Effect; No Assignment.</u> This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, 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.</p> <p>8. <u>Force Majeure.</u> 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.</p>				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>9. <u>No Intended Third-Party Beneficiaries.</u> 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.</p> <p>10. <u>Entire Agreement; Amendment.</u> 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, or implied. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified in writing, signed by an authorized representative of the party against whom enforcement is sought.</p> <p>11. <u>Severability.</u> If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.</p> <p>12. <u>No Waiver.</u> In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.</p> <p>13. <u>Independent Contractor.</u> We are an independent contractor for all purposes under this Agreement.</p> <p>14. <u>Notices.</u> All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement 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.</p> <p>15. <u>Client Lists.</u> You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.</p> <p>16. <u>Confidentiality.</u> Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (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. This obligation of confidentiality will not apply to information that:</p> <ul style="list-style-type: none"> i. 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; ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; iii. a party receives from a third party who has a right to disclose it to the receiving party; or iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law. 				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>17. <u>Business License</u>. 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.</p> <p>18. <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth of domicile, without regard to its rules on conflicts of law.</p> <p>19. <u>Multiple Originals and Authorized Signatures</u>. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.</p> <p>20. <u>Cooperative Procurement</u>. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. In such cases, 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.</p> <p>21. <u>Data & Insights Solution Terms</u>. Your use of certain Tyler solutions may include Tyler’s Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler’s Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service . By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.</p> <p>1. Contract Documents. This Agreement includes the following exhibits: Exhibit A Investment Summary Exhibit B Invoicing and Payment Terms Exhibit C Service Level Agreement Exhibit D Third-Party Terms Exhibit E Statement of Work</p> <p>Exhibit A Investment Summary</p> <p>The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.</p> <p><i>[Sales quotation to be inserted prior to Agreement execution.]</i></p> <p style="text-align: center;">REMAINDER OF PAGE INTENTIONALLY LEFT BLANK</p> <p>Exhibit B</p>				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>Invoicing and Payment Terms</p> <p>We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.</p> <p><u>Invoicing:</u> We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.</p> <ol style="list-style-type: none"> 1. <u>Tyler Annual Services.</u> <ol style="list-style-type: none"> 1.1. <i>SaaS Services.</i> SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section E(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. 1.2. <i>Other Annual Services.</i> Fees for annual services other than SaaS Services are invoiced on an annual basis, beginning with the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates. 2. <u>Tyler Services.</u> <ol style="list-style-type: none"> 2.1. <i>Professional Services Generally:</i> Unless otherwise indicated below, fees for Tyler services are invoiced as delivered. 2.2. <i>Consulting Services:</i> Fixed fee Consulting Services will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. 2.3. <i>Conversions:</i> 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. <i>Requested Modifications to the Tyler Software:</i> Requested modifications to the Tyler Software are invoiced (i) 50% upon delivery of specifications and (ii) 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 this Agreement. 2.5. <i>Other Fixed Price Services:</i> Other fixed price services are invoiced as delivered. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning. Strategic Program Management Services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of program planning. 3. <u>Hardware & Third-Party Products.</u> <ol style="list-style-type: none"> 3.1. <i>Hardware:</i> Hardware costs, if any, are invoiced upon delivery. 					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>3.2. <i>Hardware Maintenance</i>: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.</p> <p>3.3. <i>Third-Party Services</i>: Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.</p> <p>3.4. <i>Third Party Software</i>. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.</p> <p>3.5. <i>Third Party Software Maintenance</i>: The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.</p> <p>3.6. <i>Third-Party SaaS Services</i>. Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless express stated otherwise, pricing for subsequent years will be at then-current rates.</p> <p>2. <u>Transaction Fees</u>. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.</p> <p>4. <u>Expenses</u>. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.</p> <p>Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.</p> <p>Exhibit C SERVICE LEVEL AGREEMENT</p> <p>I. Agreement Overview</p> <p>This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.</p> <p>II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.</p> <p><i>Actual Attainment</i>: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p><i>Client Error Incident:</i> Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.</p> <p><i>Downtime:</i> Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.</p> <p><i>Emergency Maintenance Window:</i> (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.</p> <p><i>Planned Downtime:</i> Downtime that occurs during a Standard or Emergency Maintenance window.</p> <p><i>Service Availability:</i> The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.</p> <p><i>Standard Maintenance:</i> Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.</p> <p>III. Service Availability</p> <p>a. Your Responsibilities</p> <p>Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.</p> <p>b. Our Responsibilities</p> <p>When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.</p> <p>c. Client Relief</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

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

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

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

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

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

Exhibit D

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>Third-Party Terms</p> <p><u>Cornerstone OnDemand Terms</u>. Your use of Cornerstone OnDemand software and services is subject to terms found here: https://s3.us-east-1.amazonaws.com/sumtotalsystems.com/prod/images/cornerstone-terms-of-use.pdf . By signing a Tyler Agreement or Order Form including Cornerstone software or services, or accessing, installing, or using Cornerstone software or services, you agree that you have read, understood, and agree to such terms. In addition, implementation of Cornerstone software and services may require inclusion of a Cornerstone Statement of Work</p> <p><u>DigEplan Pro</u>. Your use of DigEplan Pro is subject to the LCT Software LLC Subscription Terms & Conditions found here: https://www.tylertech.com/client-terms/lct-software-llc-an-avolve-company-subscription-terms-conditions. By signing a Tyler Agreement or Order Form including DigEplan Pro, or accessing, installing, or using DigEplan Pro, you agree that you have read, understood, and agree to such terms.</p> <p><u>DocOrigin Terms</u>. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: https://eclipsecorp.us/eula/ . By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.</p> <p><u>Emphasys Terms</u>. Your use of SymPro software and services is governed by terms available here: https://tylertech.com/portals/0/terms/Emphasys-Software-Agreement/Emphasys-Software-Agreement.pdf . By signing a Tyler Agreement or Order Form containing such software or services, or accessing, installing, or using SymPro software or services, you agree that you have read, understood, and agree to such terms.</p> <p><u>Envisio Terms</u>. Your use of Envisio software and services is subject to the terms found here: https://learn.envisio.com/Envisio_MasterServicesAgreement . By signing a Tyler Agreement or Order Form, or accessing, installing, or using Envisio software or services, you agree that you have read, understood, and agree to such terms.</p> <p><u>Fire Prevention Mobile Terms</u>. Your use of Tyler’s Fire Prevention Mobile solutions is subject to the terms found here: https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms . By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.</p> <p><u>Koa Hills Terms</u>. Your use of Koa Hills SaaS is governed by terms available here: https://www.tylertech.com/Portals/0/Terms/Koa-Hills-Software-as-a-Service-Agreement.pdf . By signing a Tyler Agreement or Order Form containing Koa Hills SaaS, or accessing, installing, or using Koa Hills SaaS, you agree that you have read, understood, and agree to such terms.</p> <p><u>Pattern Stream Terms</u>. Your use of Pattern Stream software and services is subject to the terms found here: https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms . By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p><u>Polco Terms</u>. Your use of Polco software and services is subject to the terms found here: https://www.tylertech.com/client-terms/polco-end-user-license-agreement . By signing a Tyler Agreement or Order Form, or accessing, installing, or using Polco software or services, you agree that you have read, understood, and agree to such terms.</p> <p><u>ThinPrint Terms</u>. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: https://www.thinprint.com/en/legal-notes/eula/ . By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.</p> <p><u>TrueRoll Terms</u>. Your use of TrueRoll software and services is subject to terms found here: https://tylertech.com/portals/0/terms/TrueRoll-Software-Services-Agreement.pdf . By signing a Tyler Agreement or Order Form including TrueRoll software or services, or accessing, installing, or using TrueRoll software or services, you agree that you have read, understood, and agree to such terms.</p> <p><u>Twilio Acceptable Use Policy</u>. Your use of the Tyler solutions listed below includes functionality provided by a Third-Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup . By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand, and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user’s failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.</p> <ul style="list-style-type: none"> • Electronic Warrants • Online Dispute Resolution • Enterprise Justice Notifications Add On (text notifications) • Absence & Substitute • Notify • Enterprise Jury Manager • Enterprise Supervision • Virtual Court <p>Exhibit E Statement of Work</p> <p><i>[Statement of Work to be inserted prior to Agreement execution.]</i></p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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Pricing

Product Name	Product Description
	Tyler’s Priority Based Budgeting, powered by ResourceX, helps state agencies take a strategic, data-driven approach to budgeting. With AI and machine learning, it enables agencies to easily uncover budget savings, align funding to the highest priorities, and analyze cost versus outcomes for better decision-making. Agencies can also identify new revenue possibilities and reallocate funds from specific program levels to ensure financial sustainability and maximize impact.
XS State Agency Priority Based Budgeting (PBB) SaaS Subscription	\$50,000 Annual SaaS Subscription
S State Agency Priority Based Budgeting (PBB) SaaS Subscription	\$150,000 Annual SaaS Subscription
M State Agency Priority Based Budgeting (PBB) SaaS Subscription	\$475,000 Annual SaaS Subscription
L State Agency Priority Based Budgeting (PBB) SaaS Subscription	\$825,000 Annual SaaS Subscription
XL State Agency Priority Based Budgeting (PBB) SaaS Subscription	\$1,500,000 Annual SaaS Subscription
Priority Based Budgeting (PBB) Implementation	\$225 per hour
Project Manager	\$225 per hour
Priority Based Budgeting (PBB) Director	\$250 per hour

Data & Insights

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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Product Information



justice
a tyler portfolio

Enterprise Data Platform

Data-driven policy is the future of government. Democratizing access to clean, trustworthy, and secure data is key to creating mission critical outcomes.

ENTERPRISE DATA PLATFORM

Create a single, central, and secure system of engagement for all your jurisdiction's data on the Enterprise Data Platform. Data from siloed systems can be brought into the platform with easy extract, transform, and load tools for simple self-service access. The platform enables centrally administered access controls for governance of authoritative data. Users with the appropriate permissions can move, store, manage, share, and access the data for the insights they need to drive mission-critical outcomes.

With all your agency data in the Enterprise Data Platform, you can change the way your organization interacts with data.

Self-service access.
Enable secure, self-service access to the data your staff needs to run evidence-based programs. A set of robust features designed for central administration and access control ensures data security and governance.

Real-time, up-to-date data.
Platform data is refreshed every minute, so it is current and never stale.

API-enabled data.
Representational State Transfer (REST) APIs expose the data and life cycle for easy reuse across many applications. Drive down costs and complexity for IT leaders to spur innovation, support businesses and residents, and take your data further.

BI tool agnostic.
Platform data is ready for use with Data & Insights' analytics experience or any other BI tool of choice such as Tableau, RStudio, Python, or Power BI.

...continued on back
For more information visit tylertech.com

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TYLER'S ENTERPRISE DATA PLATFORM

DATA PLATFORM
Agency 1
Agency 2

PROGRAM INSIGHTS AND ANALYTICS
Finance Insights
Performance Insights
Justice and Public Safety Insights
Operational Insights

OPEN DATA

THIRD-PARTY BI TOOLS

● PRIVATE DATA ● INTERNAL DATA ● PUBLIC DATA

A TRUE PLATFORM FOR DIGITAL GOVERNMENT

The Enterprise Data Platform is the foundation for data-driven initiatives, policies, and decision-making. Platform data is optimized for discovery to create a path for a data-driven workflow with self-service access. This product agnostic data platform integrates with your third-party business intelligence tool of choice.

PROGRAM INSIGHTS WITH ENTERPRISE DATA PLATFORM

The Enterprise Data Platform delivers five key pieces of analytical solutions: Justice and Public Safety Insights, Finance Insights, Performance Insights, and Operational Insights. These are tied to specific areas of government functions and bring built-in analytics and visualizations to support internal program management.

Justice Insights
Visualize the operations of your local justice system with metrics intentionally designed to measure court efficiency, eFiled document processing times, supervision policy outcomes, and more. These applications were built using input from justice agencies and in cooperation with national organizations like the National Association of Court Management and the American Probation and Parole Association.

Public Safety Insights
Represent and explore crime patterns using near real-time data and assess trends in criminal activity and public safety response. Intentionally share versions of this information with the public, empowering citizens to access pertinent crime data without submitting public records requests.

Finance Insights
Track budgets, spending, vendor payments, capital projects, and HR data. Intelligent alerts and conditional triggers flag anomalous payments, cash flow interruptions, or budgetary overruns.

Performance Insights
Enable evidence-based performance management programs by creating goals, targets, and milestones dashboards.

Operational Insights
Identify trends, outliers, and opportunities to drive improved program outcomes at scale. Analyze millions of records to extract actionable insights for policymakers and program managers.

PUBLIC ENGAGEMENT WITH OPEN DATA
Tyler's position as a leader in open data for government is strengthened by the core proposition of the Enterprise Data Platform and by taking transparency a step further beyond simply communicating with data. Users can choose to publish data or insights generated on the platform through the application's open data capabilities. Because the data platform is built for internal sharing with advance controls and alerts, the insights that fuel the open data program in the Enterprise Data Platform are more robust and valuable to internal users and the public.

DIGITAL GOVERNMENT AND ENTERPRISE DATA PLATFORM

The Enterprise Data Platform enables your organization to move to a secure, cloud-based, self-service environment that breaks down data silos. With the data platform and our standards-based API, your organization can reuse its data and drive down costs, while empowering employees to transform data into actionable insights on your organization's most critical programs: to drive strategic outcomes. The Enterprise Data Platform facilitates a single source of truth for data to create access, improve quality, and enable public engagement.

Empowering people who serve the public™



RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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Terms & Conditions

Data & Insights

<https://www.tylertech.com/client-terms/data-insights-software-as-a-service-license-agreement>

Data & Insights Software as a Service License Agreement

This Software as a Service License Agreement, (including the Multiple Award Schedule contract for those U.S. Government Clients purchasing the Data & Insights SaaS Solutions under such vehicle), is the entire agreement between the Client and Tyler relating to the proprietary software products procured through Tyler or an Authorized Reseller, and it governs the Client's use as an end user of the Tyler proprietary software products.

Section A: Definitions

- **"Active Account"** means an account where the User was invited to the site, accepted the invitation, and where the account has not been deactivated.
- **"Agreement"** means this Software as a Service License Agreement.
- **"API"** means application-programming interface.
- **"API Calls"** means a request made against a SaaS Service.
- **"Authorized Reseller"** means an entity with whom Tyler has an independent contractor business relationship such as a reseller or supplier of software and/or services. The parties acknowledge and agree that in this context, the term "Authorized Reseller" shall not imply any legal or statutory partnership concepts.
- **"Client"** means the country, state, or local government, an agency, or entity of the U.S. or other country, state, or local government, or an authorized non-governmental organization acting on behalf of the U.S. or other country, state, or local government that is identified in the Purchase Order accepting this Agreement, or in the case of a U.S. Government Client, the Ordering Activity, as defined in GSA Order ADM 4800.2G, as may be revised from time to time, and as identified in the Purchase Order or Task Order.
- **"Client Data"** means data, datasets, files, information, content, and links uploaded or provided by Client through the use of the SaaS Services, but excluding Third Party Services.
- **"Confidential Information"** means 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.
- **"Dataset"** means the physical collection of information, typically modeled as a table of rows and columns of data.
- **"Data Storage"** means the contracted amount of storage capacity for Client Data.
- **"Documentation"** means any online or written documentation and specifications related to the use of the SaaS Services that we provide, including instructions, user guides, manuals, and other training or self-help documentation.
- **"Effective Date"** means the date Start Date identified in the Order Form or Purchase Order. If a Client is a US Government Client, then the Effective Date is the date of the contract award or order issued by the government agency to purchase the SaaS Services and/or any Professional Services.

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<ul style="list-style-type: none"> ▪ “Force Majeure” means an event beyond the reasonable control of you or us, including, without limitation, hurricanes, earthquakes, epidemics, strikes or other labor disputes, governmental action, changes in laws, acts of war, terrorism or other riot or civil commotion, fire, natural disaster, shelter-in-place or similar orders, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us. ▪ “Guest User” means a user that is outside of the organization invited by a User to collaborate on the Client’s site. ▪ “Order Form” or “Purchase Order” means an ordering document, that references the attached Quote or Investment Summary, specifying the SaaS Solutions or Professional Services to be provided hereunder that is entered into between Client and Tyler or Client and Authorized Reseller, including any addenda and supplements thereto. ▪ “Quote” or “Investment Summary” means an estimate provided by Tyler for the SaaS Services or Professional Services as further defined in the Order Form or Purchase Order. ▪ “SaaS Services” means the Data & Insights off the shelf, cloud-based software service and related services, including maintenance and support services, as specified under this Agreement. SaaS Services do not include support of an operating system or hardware, support outside of Tyler’s normal business hours, or training, consulting, or other professional services. ▪ “Site” means single domain or instance of the Open Data platform, Socrata Connected Government Cloud, or the Enterprise Data Platform Site and the number of Sites permitted is defined in the Quote or Order Form. ▪ “SLA” means the service level agreement described in Section C of this Agreement. ▪ “Support Policy” means the Client support policy applicable to you for the SaaS Services pursuant to this Agreement. The most recent Support Policy is available online at https://support.socrata.com/hc/en-us/articles/216962648-Support-Policy. The Support Policy may be updated from time to time. ▪ “Statement of Work” means the agreed upon scope of services and industry standard implementation plan describing how other services will be provided, the roles and responsibilities of the Client in connection to the implementation. <u>If applicable, the Statement of Work will be included with the Order Form.</u> ▪ “Third-Party Data” means an aggregated dataset solution by a third-party data provider and shall be treated as Confidential Information. ▪ “Third-Party Data Purpose” means to use the Third-Party Data alone or in conjunction with other intelligence, data, or logic for internal modeling, targeting, measurement, and internal reporting solely for the benefit of the Customer. ▪ “Third-Party Services” means if any, third-party web-based services, including but not limited to third party stock photos and third-party map location services which may be provided at no additional charge to you through this Agreement. ▪ “Tyler” means Tyler Technologies, Inc., a Delaware corporation. ▪ “Updates” means any enhancements, additions, new releases, bug fixes, patches, modifications or other error corrections of or to the SaaS Software or Third-Party Data licensed to Customer that Tyler generally makes available free of charge to licensees of the solutions. ▪ “User” or “Monthly Active Users” (used interchangeably) means any Active Account added to the Client’s Site that is not a Guest User. ▪ “we”, “us”, “our” and similar terms mean Tyler. ▪ “you” and similar terms mean Client. <p>Section B: SaaS Services</p> <ol style="list-style-type: none"> 1. <u>Rights Granted.</u> As of the Effective Date, Tyler grants to Client the non-exclusive, non-assignable limited right to use the SaaS Services on a subscription basis. The SaaS Services will be made available to Client according to the terms of the SLA. Client may use the SaaS Services to access updates and 				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>enhancements to the SaaS Services, as described in Section C(5.1). Unless otherwise, terminated Client’s right to access or use the SaaS Services will terminate at the end of the subscription period defined in the Order Form.</p> <p>2. <u>Usage Limits.</u> During the subscription period, Tyler reserves the right to exercise the usage limits set forth in the Order Form. If Client exceeds a contractual usage limits, Tyler may work with Client to seek to reduce Client’s usage so that it conforms to that limit. If, Client is unable or unwilling to abide by a contractual usage limit, or if Client wishes to add additional Users, Data Storage, it will require a written contract amendment, modification, or Client will execute an Order Form for additional quantities of the applicable SaaS Services.</p> <p>3. <u>Ownership.</u></p> <ul style="list-style-type: none"> i. 3.1 This Agreement does not provide Customer with title or ownership of the SaaS Services, or Third-Party Data, but only a right of limited use as further delineated herein. The SaaS Services, other services, workflow processes, user interface, designs, and other technologies provided by Tyler pursuant to this Agreement are the proprietary property of Tyler and its licensors. All right, title, and interest in and to such items, and if applicable anything developed by Tyler under this Agreement, including all associated intellectual property rights, remain only with Tyler. Client may not remove or modify any proprietary marking or restrictive legends from items or services provided under this Agreement. Tyler reserves all rights unless otherwise expressly granted in this Agreement. Third-Party Data vendors also retain ownership, title and all rights and interest, including, without limitation, Intellectual Property Rights in and to their own respective software, data, and documentation. ii. When Client uploads or provides Client Data to the Data & Insights SaaS platform, Client grants to Tyler a perpetual non-exclusive, worldwide, royalty-free, license to use, reproduce, publicly display, distribute, modify, create derivative works of, and translate the Client Data as needed in response to a User’s use of the SaaS Services and as needed for the purpose of providing analytics to a User. iii. The SaaS Services may provide Client with functionality to make all or part of Client Data available to the general public through one or more public facing websites. If applicable, Client determines which Client Data is shared publicly, and Client is solely responsible for determining the online terms of use and licenses relative to the use by public users (“Public User”) of Client Data, and the enforcement thereof. Once a User or Guest User makes Client Data publicly available using the SaaS Services, Tyler has no control over a Public User’s use, distribution, or misuse of Client Data. Tyler has no liability or obligation to indemnify for such usage. Users and Guest Users have the ability within the SaaS Services to remove the public permissions applied to Client Data. iv. Tyler reserves the right to develop derivative data assets based on Customer Data Customer makes publicly available. Tyler may use, disclose, sell, and transfer the derivative data assets for any lawful purpose, including but not limited to: aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets; and developing key performance indicators and benchmarks. v. Tyler may develop derivative data assets and insights based on aggregated, anonymized views of Client’s non-public data for the purposes of improvement and enhancement of the SaaS Services, aggregated statistical analysis, technical support and other internal business purposes. vi. Tyler may access Client’s non-public data for the purposes of providing maintenance and support. vii. The Documentation is licensed to you and may be used and copied by Client’s employees for internal, non-commercial reference purposes only. viii. Client retains all ownership and intellectual property rights to the Client Data. Client expressly recognizes that except to the extent necessary to carry out Tyler’s obligations contained in this Agreement, Tyler does not create or endorse any Data used in connection with the SaaS Services. During the term of the Agreement, Client may export Client Data as allowed by the functionality within the SaaS Services. 				

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	<p>ix. If Client provides feedback, information, and/or or suggestions about the SaaS Services, or any other services provided hereunder, then Tyler (and those it allows to use its technology) may use such feedback, information, and/or suggestions under a royalty-free, paid-up, and irrevocable license without obligation to Client.</p> <p>4. <u>Restrictions.</u></p> <p>i. You may not: (a) except as explicitly provided for herein, make the SaaS Services available in any manner in a separate Instances of the Client’s Site, or make the Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party’s business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services or Documentation available to any third party other than as expressly permitted by this Agreement; (e) use the SaaS Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (f) interfere with or disrupt the integrity or performance of the SaaS Services (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Tyler’s prior written consent); or (g) attempt to gain unauthorized access to the SaaS Services or its related systems or networks. Provided however, nothing in this section shall restrict the Client from accepting data from third party agencies, or providing User accounts to third party agencies, provided that the third party agency complies with all aspects of this Agreement.</p> <p>ii. Client acknowledges and understands that the SaaS Services are not designed to serve as the system of record and shall not be used in a manner where the interruption of the SaaS Services could cause personal injury (including death) or property damage. The SaaS Services are not designed to process or store data protected under the Family Education Rights and Privacy Act (“FERPA”), data from Criminal Justice Information Services (CJIS), or other sensitive data, and by using the SaaS Services, Client acknowledges and agrees that Client is using the SaaS Services at Client’s own risk and that Client is solely responsible for use of data with the SaaS Services in any manner that is contrary to the uses for which the SaaS Services are designed and offered for use in this Agreement. If Client intends on use the SaaS Services to store or transmit Protected Health Information (PHI), then the Client shall notify Tyler and the parties will enter into a mutually agreeable Business Associate Agreement.</p> <p>5. <u>Access and Usage by Internal Client Users and Contractors.</u> Client may allow Client’s internal users and third party contractors to access the SaaS Services and any technical or policy controls, in compliance with the terms of this Agreement, which access must be for Client’s sole benefit. Client is responsible for the compliance with this Agreement by Client’s internal users and contractors.</p> <p>6. <u>Customer’s Responsibilities.</u> Customer (a) must keep its passwords secure and confidential; (b) is solely responsible for all activity occurring under its account; (c) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Tyler promptly of any such unauthorized access; (d) may use the SaaS Services only in accordance with this Agreement and the Documentation; and (e) shall comply with all federal, state and local laws, regulations and policies of Customer, as to its use of the SaaS Services, Client Data, and instructions to Tyler regarding the same,</p> <p>7. <u>Data & Insights Products Client Support.</u> Tyler will provide Client support for the SaaS Service at the level indicated in the product description in the Order Form under the terms of Data & Insights Products Client Support Policy which is located at https://support.socrata.com/; Tyler will report scheduled maintenance windows, outages or other events affecting Client on the support site.</p>				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>8. <u>Customer Data Backup</u>. Customer is providing Tyler a copy of Customer Data. Any laws and regulations governing Customer for retention of Customer Data remains Customer’s responsibility. CUSTOMER IS SOLELY RESPONSIBLE FOR BACKING UP CUSTOMER DATA unless otherwise specifically agreed to in writing between Tyler and Customer.</p> <p>9. <u>APIs</u>. Tyler will provide access to the applicable application-programming interface (“API”) as part of the SaaS Services under the terms of this Agreement. Subject to the other terms of this Agreement, Tyler grants Client a non-exclusive, nontransferable, terminable license to interact only with the SaaS Services as allowed by the current APIs.</p> <ul style="list-style-type: none"> i. Client may not use the APIs in a manner--as reasonably determined by Tyler--that constitutes excessive or abusive usage, or fails to comply with any part of the APIs. If any of these occur, Tyler can suspend Client’s access to the APIs on a temporary basis and provide notice to the Client of the suspension. Tyler will restore the Client’s access upon the Client’s curing of such misuse. If the Client does not cure such misuse within thirty (30) days of receiving written notice from Tyler, Tyler may terminate the Client’s access to the API. ii. Tyler may change or remove existing endpoints or fields in API results upon at least 30 days’ notice to Customer, but Tyler will use commercially reasonable efforts to support the previous version of the APIs for at least 6 months from deprecation notice. Tyler may add new endpoints or fields in API results without prior notice to Customer. iii. The APIs may be used to connect the SaaS Services to certain hosted or on premise software applications not provided by Tyler (“Non-Tyler Applications”). Client is solely responsible for development, license, access to and support of Non-Tyler Applications, and Client’s obligations under this Agreement are not contingent on access to or availability of any Non-Tyler Application. iv. Any open source code provided is provided as a convenience to you. Such open source code is provided AS IS and is governed by the applicable open source license that applies to such code; provided, however, that any such open source licenses will not materially interfere or prohibit Client’s limited right to use the SaaS Services for its internal business purposes. <p>10. <u>Data Security Measures</u>. In order to protect Client’s Confidential Information, Tyler will: (a) implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Confidential Information; (b) implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (c) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (d) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures). Client acknowledges and agrees that Tyler’s obligations with respect to Security Measures is subject to Section B(4.2) above.</p> <p>11. <u>Notice of Data Breach</u>. If Tyler knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this agreement, Tyler will alert Client of any such data breach in accordance with applicable law, and take such actions as may be necessary to preserve forensic evidence and return the SaaS Services to standard operability. If so required, Tyler will provide notice in accordance with applicable federal or State data breach notification laws.</p>				
	<p>Section C: Professional Services or Other Services</p>				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<ol style="list-style-type: none"> 1. <u>Professional Services or Other Services</u>. If applicable, Tyler will provide Client the various implementation-related services itemized in the Order Form and described in the Statement of Work/our industry standard implementation plan. If Tyler is performing the Professional Services, Tyler will finalize the SOW, Quote or other implementation plan with the Client before Professional Services commence. For U.S. Government Licensees, all professional services fees shall be in accordance with the terms of the MAS contract. Unless otherwise agreed, during a Professional Services engagement Tyler or Authorized Reseller will submit monthly invoices to Client for Professional Services furnished. All Professional Services invoices are payable within thirty (30) days after invoice date. 2. <u>Professional Services or Other Services Warranty</u>. Tyler will perform the implementation-related services in a professional manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform such services at no additional cost to Client. 3. <u>Site Access and Requirements</u>. At no cost to Tyler, Client agrees to provide Tyler with full and free access to Client’s personnel, facilities, and equipment as may be reasonably necessary for Tyler to provide implementation services, subject to any reasonable security protocols or other written policies provided to Tyler as of the Effective Date, and thereafter as mutually agreed to by Client and Tyler. 4. <u>Client Assistance</u>. Client acknowledges that the implementation of the SaaS Services is a cooperative process requiring the time and resources of Client’s personnel. Client agrees to use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with Tyler to schedule the implementation-related services outlined in the SOW or Order Form. Tyler will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by Client’s personnel to provide such cooperation and assistance (either through action or omission). 5. <u>Service Level Agreement (SLA) & Warranty</u>. <ol style="list-style-type: none"> i. <u>Service Warranty</u>. Tyler warrants to Client that the functionality or features of the SaaS Services will substantially perform as communicated to Client in writing, or their functional equivalent, but Tyler has the right to update functionality. The support policies may change but will not materially degrade during the term. Tyler may deprecate features upon at least 30 days’ notice to Customer, but Tyler will use commercially reasonable efforts to support the previous features for at least 6 months following the deprecation notice. The deprecation notice will be posted at https://support.socrata.com. Tyler will post Product Release Notes to the support site, which include a summary of recently released features and features planned for release within 30 days. The Client may subscribe to Product Release Notes located at https://support.socrata.com/hc/en-us/sections/203977877-Check-out-the-Latest for email delivery of Product Updates. ii. <u>Uptime Service Level Warranty</u>. Tyler will use commercially reasonable efforts to maintain the online availability of the SaaS Services for a minimum of availability in any given month as provided in the chart below (excluding maintenance scheduled downtime, outages beyond Tyler’s reasonable control, and outages that result from any issues caused by you, Client’s technology or Client’s suppliers or contractors, SaaS Services not in the production environment, Client is in breach of this Agreement, or Client has not pre-paid SaaS Fees for the Software as a Service in the month in which the failure occurred). This Uptime Service Level Warranty does not apply to any custom development provided to the Customer. 				

RTM #			Bidder	Subcontractor/ Affiliate	Third Party	No
	Availability SLA	Credit				
	99.9%	3% of monthly fee for each full hour of an outage that adversely impacted Client’s access or use of the SaaS Services (beyond the warranty).				
	<p>iii. Maximum amount of the credit is 100% of the prorated SaaS Service Fees for such month, or \$1,800.00, whichever is less, and the minimum credit cannot be less than \$100.00.</p>					
	<p>iv. <u>Limited Remedy</u>. Client’s exclusive remedy and Tyler’s sole obligation for Tyler’s failure to meet the warranty under Section C(5.2) is the provision by Tyler of the credit for the applicable month, as provided in the chart above (if this Agreement is not renewed then a refund in the amount of the credit owed); provided that Client notifies Tyler of such breach of the warranty within thirty (30) days of the end of that month.</p>					
	<p>Section D: Third-Party Services</p>					
	<p>1. <u>Third -Party Services</u>. Client may be provided with access and usage of Third-Party Services through use of the SaaS Services. Client must agree to such Third-Party Service contracts if Client chooses to use those Third-Party Services. Customer will have access to the following Third-party Services for use within the software, however, the availability of any of these services is subject to change:</p>					
	<ul style="list-style-type: none"> ▪ <u>Getty Images</u>: Within the platform’s perspective story tool, customers have access to a library of images available for use in their story pages, terms and conditions located at http://www.gettyimages.com/connectterms. ▪ <u>Mapbox</u>: Within the platform’s visualization suite, the current mapping visualizations are powered by Mapbox, terms and conditions located at https://www.mapbox.com/legal/tos. ▪ <u>Mapquest</u>: Geocoding provider that matches user-provided addresses with geographic coordinates for display on map visualizations terms and conditions located at http://hello.mapquest.com/terms-of-use/. 					
	<p>2. <u>Disclaimer</u>. Client acknowledges that Tyler is not the provider of any Third-Party Services. Tyler does not warrant or guarantee the performance of the Third-Party Services.</p>					
	<p>Section E: SaaS Fees, Invoicing and Payment; Invoice Disputes</p>					
	<p>1. <u>SaaS Fees</u>. Unless, Client procures the SaaS Services or Professional Services through an Authorized Reseller, Client agrees to pay Tyler the SaaS Fees. Client’s SaaS Fees are provided for in the Order Form and are invoiced on an annual basis, beginning on the commencement of the SaaS Subscription as outlined in the Order Form.</p>					
	<p>2. <u>Invoicing and Payment</u>. Tyler or Authorized Reseller will invoice Client the SaaS Fees at the commencement of the initial subscription term. Fees for other professional services are invoiced monthly as incurred, or as agreed to in the Order Form. Unless otherwise specified in the Order Form, the currency is</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>US Dollars and payment for undisputed invoices is due within thirty (30) days of receipt of invoice. Unless expressly set forth in the Order Form, fees are exclusive of taxes and third-party reseller fees. In the case of Client purchasing directly from Tyler, Tyler's electronic payment information is provided in the invoice sent to Client and any billing inquiries by Client should be directed Tyler's Accounts Receivable Department at 1-800-772-2260 (press 2) or email: AR@tylertech.com.</p> <p>In the event the Client procures the SaaS Services or Professional Services through an Authorized Reseller, such arrangement will be addressed at the individual delivery order level, subject to the terms and conditions of the contract the Client is using. For U.S Government Clients purchasing the SaaS Services off of the Multiple Award Schedule (MAS), all SaaS Fees shall be paid in accordance with the terms of the MAS contract and any delivery orders issued thereunder.</p> <p>Except for U.S. Government Clients, Tyler reserves the right to suspend access to the SaaS Services if Client fails to pay the SaaS Fees in accordance with this Agreement. Tyler may also terminate this Agreement if Client does cure such failure to pay within forty-five (45) days of receiving written notice of Tyler's intent to terminate.</p> <p>3. <u>Invoice Disputes</u>. If Client believes any delivered item does not conform to the warranties in this Agreement, Client will provide Tyler with written notice within thirty (30) days of Client's receipt of the applicable invoice. The written notice must contain reasonable detail of the issues Client contends are in dispute so that Tyler can confirm the issue and respond to Client's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in Client's notice. Tyler will work with Client as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of Tyler to resolve any issues presented in Client's notice. Client may withhold payment of the amount(s) actually in dispute, and only those amounts, until Tyler completes the action items outlined in the plan. If Tyler is unable to complete the action items outlined in the action plan because of Client's failure to complete the items agreed to be done by you, then Client will remit full payment of the invoice. Tyler reserves the right to suspend delivery of all SaaS Services, including maintenance and support services, if Client fails to pay an invoice not disputed as described above within fifteen (15) days of notice of Tyler's intent to do so. For U.S. Government Clients, any disputed invoice notifications shall be in accordance with the Prompt Payment Act.</p> <p>Section F: Termination, and Suspension of SaaS Services</p> <p>1. <u>Termination</u>. This Agreement may be terminated as set forth below. In the event of termination, Client will pay Tyler or Authorized Reseller for all undisputed fees and expenses related to the SaaS Services, products, and/or other services Client has received, or Tyler has incurred or delivered, prior to the effective date of termination. Termination shall not entitle Client to a refund of any amounts paid under this Agreement, except as otherwise specified herein. Disputed fees and expenses in all terminations other than Client's termination for cause must have been submitted as invoice disputes in accordance with Section E(3).</p> <p>i. <u>Failure to Pay SaaS Fees</u>. Except for U.S. Government Clients, Client acknowledges that continued access to the SaaS Services is contingent upon Client's timely payment of SaaS Fees. If Client fails to timely pay the SaaS Fees, Tyler may discontinue Client's access to the SaaS Services. Tyler may also terminate this Agreement if Client does not cure such failure to pay within forty-five (45) days of receiving written notice of Tyler's intent to terminate.</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>ii. <u>For Cause</u>. If either Party believes the other Party has materially breached this Agreement, that Party will invoke the Dispute Resolution clause set forth in Section H(4). Party alleging the breach may terminate this Agreement for cause in the event the other Party does not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(4).</p> <p>iii. <u>Force Majeure</u>. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.</p> <p>iv. <u>Lack of Appropriations</u>. If Client should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, Client may unilaterally terminate this Agreement upon thirty (30) days written notice to Tyler. Client will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. Client agrees not to use termination for lack of appropriations as a substitute for termination for convenience.</p> <p>v. <u>Fees for Termination without Cause during Initial Term</u>. If Client terminates this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, then Client shall provide 30 days written notice. Termination shall not entitle Client to a refund of any amounts paid under this Agreement and if Client terminates this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if Tyler terminates this Agreement during the initial term for Client's failure to pay SaaS Fees, Client is responsible for 100% of the SaaS Fees through the date of termination, and unless the Client is a U.S. Government Client, Client shall pay Tyler the following early termination fees:</p> <ul style="list-style-type: none"> i. if Client terminates during the first year of the initial term, Client is responsible for 100% of the SaaS Fees through the date of termination, plus 75% of the SaaS Fees then due for the remainder of the subscription term defined in the Order Form; ii. if Client terminates during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 50% of the SaaS Fees then due for the remainder of the subscription term defined in the Order Form; and iii. if Client terminates during the third year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the subscription term defined in the Order Form. <p>vi. <u>Trial Service</u>. Any no-cost trial service to which Client has access may be terminated at any time by either party with fifteen (15) days' prior written notice.</p> <p>2. <u>Return of Client Data</u>. Upon request, Tyler will make the SaaS Services available to Client to export Client Data for a period of sixty (60) days following the termination of this Agreement. After such sixty (60) day period has expired, Tyler has no obligation to maintain Client Data and will destroy the Client Data.</p> <p>3. <u>Return of Tyler Property</u>. Upon termination of this Agreement, Client agrees to destroy or return all Tyler property and Documentation that is in Client's possession. Upon Tyler's request, Client will confirm Client's compliance with this requirement in writing.</p> <p>4. <u>Suspension of SaaS Services</u>. Although Tyler has no obligation to screen, edit or monitor the Client Data or Public User content posted on SaaS Services, if, in Tyler's reasonable judgment, Tyler discovers Client's use of the SaaS Services threatens the security, integrity, stability, or availability of the SaaS Services, or is otherwise in violation of this Agreement, Tyler may temporarily suspend the SaaS Services, or Users' access thereto. Unless Client has conducted unscheduled penetration testing or unscheduled performance testing, Tyler will use commercially reasonable efforts to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension. Any unscheduled penetration testing or unscheduled performance testing conducted by Client will result in immediate suspension of the SaaS Services.</p>				
	<p>Section G: Indemnification, Limitation of Liability and Insurance</p>				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>1. <u>Intellectual Property Infringement Indemnification.</u></p> <ul style="list-style-type: none"> i. Tyler will defend Client against any third party claim(s) that the SaaS Services or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which Tyler consents). Client must notify Tyler promptly in writing of the claim and the parties will cooperate over the defense or settlement of any such matter. ii. Tyler's obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on Client's use of the SaaS Services in contradiction of this Agreement, including with non-licensed third parties, or Client's willful infringement. iii. If Tyler receives information concerning an infringement or misappropriation claim related to the SaaS Services, Tyler may at Tyler's expense and without obligation to do so, either: (a) procure for Client the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case Client will stop running the allegedly infringing Services immediately. Alternatively, Tyler may decide to litigate the claim to judgment, in which case Client may continue to use the SaaS Services consistent with the terms of this Agreement. iv. If an infringement or misappropriation claim is fully litigated and Client's use of the SaaS Services is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which Tyler consents), Tyler will, at Tyler's option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides Client's exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims. <p>2. <u>General Indemnification.</u></p> <ul style="list-style-type: none"> i. Tyler will indemnify and hold harmless Client and Client's agents, officials, and employees from and against any and all third party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by Tyler's gross negligence or willful misconduct or a law applicable to Tyler's performance under this Agreement. Client must notify Tyler promptly in writing of the claim and the parties will cooperate over the defense or settlement of any such matter. ii. Except for U.S. Government Clients, and to the extent permitted by applicable law, Client will indemnify and hold harmless Tyler and its agents, officials, and employees from and against any and all third party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage, to the extent caused by Client's negligence or willful misconduct; or Client's violation of a law applicable to Client's performance under this Agreement. Tyler will notify Client promptly in writing of the claim and will give Client sole control over its defense or settlement. Tyler agrees to provide Client with reasonable assistance, cooperation, and information in defending the claim at Client's expense. <p>3. <u>Disclaimer.</u> EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TYLER HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. WHILE TYLER TAKES REASONABLE PHYSICAL, TECHNICAL, AND ADMINISTRATIVE MEASURES TO SECURE THE SAAS SERVICES, TYLER DOES NOT GUARANTEE THE SAAS SERVICES CANNOT BE COMPROMISED AND THEY ARE PROVIDED "AS IS". CLIENT UNDERSTANDS THAT THE SAAS SERVICES MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.</p> <p>4. <u>LIMITATION OF LIABILITY.</u> EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, TYLER'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO CLIENT'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE BY YOU. THE PARTIES ACKNOWLEDGE AND AGREE THAT</p>				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2). FAR 52.212-4 (p) is hereby incorporated by reference and is applicable only to licenses to the U.S. Government Licensee.</p> <p>5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TYLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF TYLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.</p> <p>6. Insurance. During the course of performing services under this Agreement, Tyler agrees 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. Tyler will provide Client with copies of certificates of insurance upon Client’s written request.</p> <p>Section H: General Terms and Conditions</p> <p>2. Federal Application. For U.S. Government Clients, the SaaS Services and Documentation are developed exclusively at private expense and are a “commercial item,” as that term is defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government Clients and End Users acquire only those rights in the SaaS Services and the Documentation that are provided under this Agreement. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19 (c) or other agency data rights provisions, as may be applicable. Use, duplication and disclosure by DOD agencies is subject solely to the terms of standard software License Agreement as stated in DFARS 227.7202. "Unpublished-All rights reserved under the Copyright Laws of the United States".</p> <p>3. Additional Products and Services. If additional work is required, or if Client uses or requests additional services, Tyler will provide Client with an addendum or change order, as applicable, outlining the costs for the additional work. Unless otherwise noted therein, the price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the amendment.</p> <p>4. Optional Items. Unless otherwise indicated, pricing for any listed optional products and services in the Order Form will be valid for twelve (12) months from the Effective Date.</p> <p>5. Dispute Resolution. Client agrees to provide Tyler with written notice within thirty (30) days of becoming aware of a dispute. Client agrees to cooperate with Tyler in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with Tyler’s appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If parties fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of the parties may assert their respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent Client or Tyler from seeking necessary injunctive relief during the dispute resolution procedures. For U.S. Government Clients, the aforementioned clause shall not apply to awards under the Multiple Award Schedule contract and for U.S. Government Clients, and Dispute that cannot be resolved by the parties will be subject to the</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this Agreement to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this Agreement shall be a dispute to be resolved in accordance with the FAR Disputes clause at 48 C.F.R. 52.233-1, which is incorporated by reference.</p> <ol style="list-style-type: none"> 6. <u>Taxes</u>. The fees in the Order Form do not include any taxes, including, without limitation, sales, use, or excise tax. If Client is a tax-exempt entity, you agree to provide Tyler with a tax-exempt certificate. Otherwise, Tyler will pay all applicable taxes to the proper authorities and you will reimburse Tyler for such taxes. If you have a valid direct-pay permit, you agree to provide Tyler with a copy. For clarity, Tyler is responsible for paying Tyler's income taxes, both federal and state, as applicable, arising from Tyler's performance of this Agreement. Notwithstanding the foregoing, this Section H(5) shall not apply to U.S. Government Clients purchasing the SaaS Services or Professional Services under the MAS 70 Contract. 7. <u>Nondiscrimination</u>. Tyler will not discriminate against any person employed or applying for employment concerning the performance of Tyler's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Tyler will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law. 8. <u>E-Verify</u>. Tyler has complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of Tyler's employees assigned to Client's project. 9. <u>Subcontractors</u>. Tyler will not subcontract any services under this Agreement without Client's prior written consent, not to be unreasonably withheld. 10. <u>Binding Effect; No Assignment</u>. This Agreement shall be binding on, and shall be for the benefit of, either Client's or Tyler's successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, Client's consent is not required for an assignment by Tyler as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of Tyler's assets. 11. <u>Force Majeure</u>. Except for Client's payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event. 12. <u>No Intended Third Party Beneficiaries</u>. 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. 13. <u>Entire Agreement; Amendment</u>. This Agreement and its Exhibits represent the entire agreement between you and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Except for U.S. Government Clients, and in the case of Tyler is the Prime Contractor, Purchase Orders submitted by Client, if any, are for Client's internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party. 14. <u>Severability</u>. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law. 				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>15. <u>No Waiver</u>. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.</p> <p>16. <u>Independent Contractor</u>. Tyler is an independent contractor for all purposes under this Agreement.</p> <p>17. <u>Notices</u>. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party. Notices for Tyler shall be set to the address set forth in this section. Notices to the Client shall be sent to the address set forth on the Order Form, 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.</p> <p><u>Address for Notices</u>: Tyler Technologies, Inc., One Tyler Drive, Yarmouth, ME 04096, Attention: Chief Legal Officer. With a copy to: Tyler's Data & Insights, 1517 12th Ave., Suite 101, Seattle, WA 98122, Attention: Franklin Williams</p> <p>18. <u>Client Lists</u>. Client agrees that Tyler may identify Client by name in client or client lists, marketing presentations, and promotional materials. Additionally, Tyler may release routine past performance information (PPI) regarding work and services performed by Tyler under any prime contract or subcontract for the purposes of responding to proposals for new work. PPI will not require approval from Client. Furthermore, Client will allow Tyler to use its name, including the name of any related project for which the SaaS Services will be used to support, in a press release relating to the SaaS Services, and Professional Services hereunder. Tyler shall allow Client to review, modify, and authorize, as reasonably necessary, such press release prior to its publication.</p> <p>19. <u>Confidentiality</u>. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to Confidential Information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential Information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., Social Security numbers) and trade secrets, each as defined by applicable state law ("Confidential Information"). 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. This obligation of confidentiality will not apply to information that:</p> <ul style="list-style-type: none"> i. 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; ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; iii. a party receives from a third party who has a right to disclose it to the receiving party; or iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give Tyler prompt notice and otherwise perform the functions required by applicable law. 				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>20. <u>Business License</u>. In the event a local business license is required for Tyler to perform services hereunder, you will promptly notify Tyler and provide Tyler with the necessary paperwork and/or contact information so that Tyler may timely obtain such license.</p> <p>21. <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of Client’s state, without regard to its rules on conflicts of law, or in the case of a U.S. Government Client, this Agreement will be governed by and construed in accordance with the applicable federal laws of the United States without regard to any conflicts of law provisions.</p> <p>22. <u>Order of Precedence</u>. Any ambiguity, conflict, or inconsistency in this Agreement shall be resolved with this Agreement taking precedence over the Exhibits to the Agreement. For contracts issued by the US Government, the order of precedence shall be in accordance with FAR 15.406-3(b) unless otherwise stated in the order issued by the US Government.</p>				
	<p>Section I –Additional Terms and Conditions for Third-Party Data Vendor Solutions/Applications</p> <p>1. <u>Tyler may make certain Third-Party Data Vendor Applications available to Customer</u>. The use of Tyler Recovery Insights, Economic Intelligence, Small Business Revenue Metrics, Mobility Metrics, Consumer Spending Metrics, Real Estate Market Metrics, and/or Small Business Revenue Metrics either alone or in connection with the SaaS Services is governed by this Agreement. Customer must also comply with the following terms and conditions when using the above mentioned Applications.</p> <p>2. <u>License Grant for Third-Party Data</u>. Any use of Third-Party Data shall be limited to the Third-Party Data Purpose. Third-Party Data vendors also retain ownership, title and all rights and interest, including, without limitation, Intellectual Property Rights in and to their own respective software, data, and documentation.</p> <p>3. <u>Restrictions for Third-Party Data</u>.</p> <ul style="list-style-type: none"> i. Customer shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Third-Party Data, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Third-Party Data; (iii) re-identify, reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Third-Party Data, in whole or in part; (iv) remove any proprietary notices from the Third-Party Data; (v) use the Third-Party Data in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable Law; or (vi) make Third-Party Data available to for use or access to anyone other than Customer. ii. Customer shall not publicly publish the dashboards that contain the Third-Party Data, but Customer may publicly publish visualizations from the aggregate summary data. iii. Customer shall not remove any copyright or other proprietary notice or legend contained or included in Third-Party Data. iv. Customer expressly permits Tyler to share with the Third-Party Data providers Customer’s name, subscription term dates, applicable costs and fees for the Third-Party Data SKU(s) that Customer subscribes to. v. Upon termination of the Agreement, or of a subscription that contains Third-Party Data, Customer shall remove and destroy all copies of Third-Party Data. vi. If any Third-Party Data is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing the Agreement; Customer will give Tyler prompt notice and otherwise perform the functions required by applicable law. vii. Customer shall not use the Third-Party Data to attempt to identify behavior of a known individual for any reason. 				

RTM #	Bidder	Subcontractor/ Affiliate	Third Party	No
<p>viii. Customer acknowledges and agrees that if the Third-Party Data includes SafeGraph data, up to .05% of the data will be salted data or seeds used to fingerprint the data provided to Customer.</p> <p>4. <u>Updates</u>. Tyler may in its sole discretion provide Updates to the Third-Party Data or replace with functionally equivalent.</p> <p>5. <u>Third-Party Data Warranty</u>. TYLER DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, OR CURENTNESS OF THE THIRD-PARTY DATA OR THAT THE FUNCTIONS PERFORMED BY THE THIRD-PARTY DATA WILL MEET CUSTOMER’S REQUIREMENTS, THAT THE THIRD-PARTY DATA WILL BE ERROR FREE, OR THAT ALL THIRD-PARTY DATA DEFECTS ARE CORRECTABLE. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, THE THIRD-PARTY DATA IS PROVIDED “AS IS”.</p> <p>Updated 09/10/24</p>				

Pricing

Pricing for Data and Insights provided below has been simplified to showcase the solutions most likely to be utilized in the State of Nebraska. In some cases specific solutions which utilize Data and Insights may fall under another cost category, which is shown currently on the NASPO Pricing sheets.

Product Name	Product Description
Enterprise Data Platform - Unlimited MAU	Socrata Connected Government Cloud - Unlimited MAU The full Socrata product suite to data enable any program. Limitations: 500K External API calls, 2TB of data storage. Includes Unlimited MAUs, Support and Education. Excludes: Set-Up \$2,474,227.00/year
Enterprise Data Platform State Tier 1 Central Edition	The Socrata Connected Government Cloud (SCGC) solution with Performance Insights, Finance Insights, Perspectives, and Open Data powered by the Socrata Data Platform. Limited to two Sites: one Internal SCGC Site for interdepartmental data sharing, and one Public SCGC Site for an open data portal. The number of Users is limited to 750. Includes Platinum Support and Premium Education. Excludes Professional Services. \$1,742,268.00/year
Enterprise Data Platform State Tier 1 Department Edition	The Socrata Connected Government Cloud (SCGC) solution with Performance Insights, Finance Insights, Perspectives, and Open Data powered by the Socrata Data Platform. Limited to two Sites: one Internal SCGC Site and one Public SCGC Site for an open data portal. The number of Users is limited to 700. Includes Platinum Support and Premium Education. Excludes Professional Services. \$1,340,206.00/year
	The Socrata Connected Government Cloud (SCGC) Enterprise solution with unlimited Internal SCGC and Public SCGC Sites. Includes Performance Insights, Finance Insights, Perspectives, and Open Data powered by

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	Enterprise Data Platform State Tier 1 Enterprise Edition	the Socrata Data Platform. The number of Users is unlimited. Includes Platinum Support and Premium Education. Excludes Professional Services.			
		\$4,639,175.00/year			
	Enterprise Data Platform State Tier 1 Starter Edition	The Socrata Connected Government Cloud (SCGC) solution with Performance, Finance Insights, and Perspectives. Limited to one Internal SCGC Site; Public SCGC Site not included. The number of Users is limited to 55. Includes Gold Support and Premium Education. Excludes Professional Services.			
		\$618,557.00/year			
	Enterprise Data Platform State Tier 2 Central Edition	The Socrata Connected Government Cloud (SCGC) solution with Performance Insights, Finance Insights, Perspectives, and Open Data powered by the Socrata Data Platform. Limited to two Sites: one Internal SCGC Site for interdepartmental data sharing, and one Public SCGC Site for an open data portal. The number of Users is limited to 650. Includes Platinum Support and Premium Education. Excludes Professional Services.			
		\$1,474,227.00/year			
	Enterprise Data Platform State Tier 2 Department Edition	The Socrata Connected Government Cloud (SCGC) solution with Performance Insights, Finance Insights, Perspectives, and Open Data powered by the Socrata Data Platform. Limited to two Sites: one Internal SCGC Site and one Public SCGC Site for an open data portal. The number of Users is limited to 600. Includes Platinum Support and Premium Education. Excludes Professional Services.			
		\$1,134,021.00/year			
Enterprise Data Platform State Tier 2 Enterprise Edition	The Socrata Connected Government Cloud (SCGC) Enterprise solution with unlimited Internal SCGC and Public SCGC Sites. Includes Performance Insights, Finance Insights, Perspectives, and Open Data powered by the Socrata Data Platform. The number of Users is unlimited. Includes Platinum Support and Premium Education. Excludes Professional Services.				
	\$3,917,526.00/year				
Enterprise Data Platform State Tier 2 Starter Edition	The Socrata Connected Government Cloud (SCGC) solution with Performance, Finance Insights, and Perspectives. Limited to one Internal SCGC Site; Public SCGC Site not included. The number of Users is limited to 45. Includes Gold Support and Premium Education. Excludes Professional Services.				
	\$515,464.00/year				
Enterprise Data Platform State Tier 3 Central Edition	The Socrata Connected Government Cloud (SCGC) solution with Performance Insights, Finance Insights, Perspectives, and Open Data powered by the Socrata Data Platform. Limited to two Sites: one Internal SCGC Site for interdepartmental data sharing, and one Public SCGC Site for an open data portal. The number of Users is limited to 550. Includes Gold Support and Premium Education. Excludes Professional Services.				
	\$1,005,155.00/year				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No	
	Enterprise Data Platform State Tier 3 Department Edition	The Socrata Connected Government Cloud (SCGC) solution with Performance Insights, Finance Insights, Perspectives, and Open Data powered by the Socrata Data Platform. Limited to two Sites: one Internal SCGC Site and one Public SCGC Site for an open data portal. The number of Users is limited to 500. Includes Gold Support and Premium Education. Excludes Professional Services. \$773,196.00/year				
	Enterprise Data Platform State Tier 3 Enterprise Edition	The Socrata Connected Government Cloud (SCGC) Enterprise solution with unlimited Internal SCGC and Public SCGC Sites. Includes Performance Insights, Finance Insights, Perspectives, and Open Data powered by the Socrata Data Platform. The number of Users is unlimited. Includes Gold Support and Premium Education. Excludes Professional Services. \$3,092,784.00/year				
	Enterprise Data Platform State Tier 3 Starter Edition	The Socrata Connected Government Cloud (SCGC) solution with Performance, Finance Insights, and Perspectives. Limited to one Internal SCGC Site; Public SCGC Site not included. The number of Users is limited to 35. Includes Silver Support and Standard Education. Excludes Professional Services. \$412,371.00/year				
	Enterprise Data Platform State Tier 4 Central Edition	The Socrata Connected Government Cloud (SCGC) solution with Performance Insights, Finance Insights, Perspectives, and Open Data powered by the Socrata Data Platform. Limited to two Sites: one Internal SCGC Site for interdepartmental data sharing, and one Public SCGC Site for an open data portal. The number of Users is limited to 450. Includes Gold Support and Premium Education. Excludes Professional Services. \$670,103.00/year				
	Enterprise Data Platform State Tier 4 Department Edition	The Socrata Connected Government Cloud (SCGC) solution with Performance Insights, Finance Insights, Perspectives, and Open Data powered by the Socrata Data Platform. Limited to two Sites: one Internal SCGC Site and one Public SCGC Site for an open data portal. The number of Users is limited to 400. Includes Gold Support and Premium Education. Excludes Professional Services. \$515,464.00/year				
	Enterprise Data Platform State Tier 4 Enterprise Edition	The Socrata Connected Government Cloud (SCGC) Enterprise solution with unlimited Internal SCGC and Public SCGC Sites. Includes Performance Insights, Finance Insights, Perspectives, and Open Data powered by the Socrata Data Platform. The number of Users is unlimited. Includes Gold Support and Premium Education. Excludes Professional Services. \$2,061,856.00/year				
	Enterprise Data Platform State Tier 4 Starter Edition	The Socrata Connected Government Cloud (SCGC) solution with Performance, Finance Insights, and Perspectives. Limited to one Internal SCGC Site; Public SCGC Site not included. The number of Users is limited to 25. Includes Silver Support and Standard Education. Excludes Professional Services. \$309,278.00/year				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	Labor Rates				
	Data & Insights Analyst	Socrata Data Analyst			
		\$195.00/hour			
	Data & Insights Designer	Socrata Designer			
		\$155.00/hour			
	Data & Insights Project Manager	Socrata Project Manager			
		\$195.00/hour			
	Data & Insights Principal Consultant	Socrata Principal Consultant (professional services). Principal Consultants will provide strategic best practices for building a digital government roadmap and capabilities to modernize government for using data to manage performance to results.			
		\$245.00/hour			
	Data & Insights Consultant	Socrata Consultant (professional services). Socrata Consultants will provide expertise and best practices in data extraction, transformation, standardization and consumability. Using data to manage performance to results. Price is per hour.			
		\$254.00/hour			
	Data & Insights Solution Architect	Socrata Solution Architect			
		\$325.00/hour			
	Payment Insights				
	Payment Insights - Essentials	Payment Insights Standard Edition will include a web-based reporting dashboard to allow viewing of TPE payment-related data. This includes two years of rolling data of a detailed view of transactions, chargebacks, and refunds.			
		\$50,000.00/year			
	Payment Insights - Advanced	Payment Insights Advanced Edition will include a web-based reporting dashboard to allow viewing of TPE payment-related data. This includes three years of rolling data of a detailed view of transactions, chargebacks, and refunds.			
		\$100,000.00/year			
	Payment Insights - Enterprise	Payment Insights Enterprise Edition will include a web-based reporting dashboard to allow viewing of TPE payment-related data. This includes four or more years of rolling data of a detailed view of transactions, chargebacks, and refunds.			
		\$250,000.00/year			

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p data-bbox="163 548 596 586">Augmented Field Operations</p> <p data-bbox="163 625 449 657">Product Information</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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Augmented Field Operations

Protecting public health and safety is crucial work. Whether it's regulatory, healthcare, or another sector of oversight, field workers are at the frontline of ensuring we're secure. Their technology should not be paper and pen.

Powered by advanced AI and machine learning, Tyler's Augmented Field Operations platform transforms the monitoring, compliance, and enforcement of fieldwork. Its intelligent risk-profiling, task automation, and optimized interface simplifies and accelerates operations so agencies can better protect the environment, communities, and lives of the citizens they serve.

FREE UP TIME FOR GREATER OVERSIGHT

Field visits are guided by an intelligent wizard that assigns risk scores, prioritizes sites, and grows more intelligent with use, all while automating and streamlining work. The impact is dramatic, enabling you to scale visit frequency to previously inconceivable rates.

PROACTIVELY PINPOINT AND ADDRESS RISKS

By analyzing historical site and census data, past visits, violations, and more, the platform expertly guides field operations. This not only assists personnel on-site, but also helps identify potential dangers to the community.

- AI engine identifies and auto-escalates high-risk sites and assets
- Field visit scheduling based on best routing and each site's risk index

...continued on back

For more information visit tylertech.com

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"Inspections are down to 10 minutes from 2-3 hours. Inspectors are now spending time in the field and doing more productive work."

— New Jersey Department of Environmental Protection



Field visits in one-tenth of the time.



GAIN INSIGHTS IN THE FIELD

The platform's mobile interface is highly intuitive, enabling the field worker to quickly access any aspect of their work such as reviewing past actions, evaluating route options, or diving straight into field visits. Guided by an array of smart tools and AI assistance, personnel are able to achieve high-quality, consistent, and thorough visits with 100% assessment completion and follow-up rates.

- Automated pre-inspection information collation
- Pre-configured checklists as per compliance regulations
- Bulk selection and error handling
- Zero-duplication smart forms with contextual insights
- 360° evidence capture – photos, videos, voice, scanner, annotations
- Offline mode with auto download and sync
- Auto generated field visit reports and violation citations
- Automated after-action communications

STREAMLINE CONSTITUENT COMMUNICATION

The self-service portal enables regulated entities to interact directly with the agency. They can monitor the status of their interactions, upload documentation, download final-outcome documents, and communicate directly with agency personnel.

MONITOR AND REFINE OPERATIONS

The web portal is a centralized hub for managing operations. It empowers agencies to gather critical compliance data, streamline oversight and interactions with regulated entities, and enhance execution in the field.

Customizable analytics dashboards provide data-rich visualizations that empower managers to identify trends, prioritize field visits, and enhance operations. The portal also provides management of users, field visit types, checklist management, and reference materials.

DO MORE WITH MORE

Tyler's Augmented Field Operations platform is the first truly AI-powered, smart field operations platform. It gives your team more powerful tools, more insights, and more flexibility so they can focus on your mission to protect and enrich our communities.

ALL TYPES OF VISITS

Configurable to any industry or scenario:

- Disaster recovery
- Environmental audits
- Facility and asset monitoring
- Field surveys
- Home health monitoring
- Regulatory inspections
- Infrastructure assessments

IN-APP SMART TOOLS

Tools can be added, enhanced, and updated as needed:

- Route optimization
- AI personal assistant (OpenAI ChatGPT integration)
- Document, decal, and RFID scanners
- Augmented reality measuring tools
- Reference materials

SIMPLE INTEGRATIONS

Connect with existing systems for end-to-end operations.

100% FOCUSED ON THE FIELD

- AI/ML driven risk profiling
- Highly optimized mobile app
- Self-service client portal
- Agency admin web portal

Empowering people who serve the public™



End User License and Services Agreement For Platform Solutions Division

Licensee agrees to be bound by these terms and conditions in this END USER LICENSE AND SERVICES AGREEMENT which governs the use and license rights associated with the Licensed Software described below. Tyler Federal, LLC or its Affiliate (“Tyler”) will provide Licensee with the Licensed Software as described herein and pursuant to the terms of any separate agreement between Licensee and Tyler, such as Tyler’s GSA Information Technology Multiple Award Schedule (“GSA MAS”), a Purchase Order, Quote or SOW (together with this End User License and Services Agreement, the “Agreement”), subject to Licensee’s compliance with the Agreement. In the event of a conflict between this End User License and Services Agreement and Tyler’s GSA MAS, the terms of the GSA MAS shall control. In the event of a conflict between this End User License and Services Agreement and the Purchase Order or SOW, the Purchase Order or SOW will govern. The parties are referred to herein individually as Party or collectively as Parties.

Section A

1. Origin of Licensed Software

The Parties expressly agree that the Licensed Software is fully commercial software developed by or for Tyler exclusively at private expense under the specification, direction and control of Tyler.

2. Ownership of Licensed Software or Third-Party Software

- a. Software and Documentation. The Parties expressly agree that ownership of the Licensed Software and any copies, modifications or enhancements thereto resides solely and exclusively in Tyler together with all Intellectual Property Rights. This Agreement does not provide Licensee or its Affiliates with title or ownership of the Licensed Software, but only a right of limited use as further delineated herein. Tyler’s licensors and Third-Party Software vendors also retain ownership, title and all rights and interest, including, without limitation, Intellectual Property Rights in and to their own respective software and documentation. Any derivative works created by Tyler, Tyler’s licensor or Third-Party Software vendor’s software or documentation shall be owned solely and exclusively by the respective party whom owns the Intellectual Property Rights of the underlying software, as applicable. Licensee assigns title, ownership, and all rights to Tyler in any such derivative works not otherwise owned by Tyler. To the extent an assignment is not effective under applicable law, Licensee grants Tyler an exclusive, perpetual, fully-paid, transferable, irrevocable license to use, reproduce, distribute, and commercialize such derivative work to the fullest extent permissible and effective under applicable law.
- b. Developments. Tyler reserves ownership, title and all rights and interest in any software and documentation, including Customizations, developed and delivered in the course of providing Maintenance and Support Services and Professional Services under this Agreement and including any developments made as a result of Licensee’s comments, suggestions or feedback, subject to each party’s confidentiality rights and obligations under this Agreement.

3. Third-Party Software

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>This Agreement does not constitute or provide Licensee with any license to the Third-Party Software that may have been used as tools in the development of the Licensed Software, or have been integrated in the Licensed Software, other than to use the Licensed Software under the terms of this Agreement. Except to the extent that Licensee uses any Third-Party Software as a function of its or its customer's use of the Licensed Software under the terms of this Agreement, this Agreement provides no rights to use, distribute, sublicense, modify, create derivative works, or copy any Third-Party Software.</p> <p>4. License Grant; Authorized Usage</p> <ol style="list-style-type: none"> a. License Grant for Infrastructure as a Service, Platform as a Service, Software as a Service. The License Grant for IaaS, PaaS, or SaaS shall become effective on the Effective Date and remain in effect through the License Period, or until the Agreement is otherwise earlier terminated. This Agreement grants a limited, worldwide, non-exclusive, non-transferable license ("License") to use one copy of the Licensed Software for the License Period. The License is to the object code version of the Licensed Software, any Configuration, and/or any application or operation software installed on equipment located at a physical data center as further delineated in the Purchase Order. Licensee may only use the Licensed Software for Permitted Use. b. License Grant for Perpetual Licenses. If a perpetual license is expressly designated in a Purchase Order, this paragraph shall apply instead of Section A4(a), and the License Grant shall become effective on the Effective Date and remain in effect perpetually, or until this Agreement is otherwise earlier terminated. Licensee may only use the Licensed Software for its own Permitted Use. The License is to the object code version of the Licensed Software, including any Configuration, at the location defined in the Purchase Order or other permitted locations. c. Limitations on License Grant. <ol style="list-style-type: none"> I. Licensee's Compliance with Laws. Licensee agrees that all activities with regard to the Licensed Software, Documentation, and Third-Party Software shall at all times comply with applicable laws and regulations. II. Limitations of Use. Licensee may not use, copy, modify, or distribute the Licensed Software (electronically or otherwise), except as expressly authorized by Tyler, in the Agreement. Licensee's License may not be transferred, leased, assigned, or sublicensed without Tyler's prior written consent. III. Object Code. The Licensed Software is provided in and shall be used in machine-readable object code form only. In no event does this license permit Licensee to reverse-compile or in any way reverse-engineer the Licensed Software object code into source code, translate or otherwise attempt to discover the underlying source code. More specifically, Licensee shall not (i) modify, disassemble, decompile, reverse engineer, or otherwise attempt to discover any source code or underlying ideas or algorithms of any component of the Licensed Software, nor permit any Third-Party to do so; (ii) copy the Licensed Software, or include the Licensed Software on any media that contains other software; (iii) post, publish or create derivative works based upon the Licensed Software, or (iv) remove Tyler's name, copyright notice, any proprietary trade or service marks, notices, logo, or brand name or mark, from the Licensed Software, material or Documentation. d. Documentation. Documentation is provided solely to support Licensee's authorized use of the Licensed Software. Licensee may not otherwise use, copy, modify, or distribute the Documentation. 					

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	<p>e. Proprietary Rights; Licensee's Obligations to Protect. The Licensed Software and Documentation contains proprietary and trade secret information of Tyler and Licensee agrees to keep such information strictly confidential.</p> <p>f. Additional Usage Restrictions. Licenses must be used in accordance with the parameters set forth in this Agreement, including limitations, conditions, and contractual covenants and obligations of Licensee. Licensee may not use or permit use of the Software or Documentation for more than the Licensee's current number of Concurrent Users as specified in the Purchase Order, as may be amended from time to time, and may not permit use of the Software by anyone other than Licensee's employees or users and (1) a Support Contractor, (2) Licensee's disaster recovery vendor, or (3) an Affiliate. A breach of any of the above provisions shall be a material breach of this Agreement, which may result in termination or cancellation of this Agreement.</p> <p>g. Use of Cookies. Most Licensed Software contains cookies. Tyler may use cookies for usage tracking purposes and statistical analysis, which helps Tyler to improve the Licensed Software by giving Tyler some insight into how the Licensed Software is being used. Please email support@tylertech.com for any further information on Tyler's use of cookies.</p> <p>h. Privacy. Licensee consents to such use of cookies and represents and warrants that it has provided adequate notice to all users of the Licensed Software of, and obtained their informed consent to, the use of cookies by the Licensed Software in accordance with applicable Privacy Laws. Licensee is responsible for providing appropriate information and obtaining any required consent from its users of the Licensed Software in accordance with applicable Privacy Laws prior to any Processing of Personal Information by and through the Licensed Software. Licensee will remain the controller of Personal Information it provides to Tyler and that it will not instruct Tyler to Process any such Personal Information in any way that will violate any applicable laws including Privacy Laws. Licensee warrants to Tyler that it will collect, use, transfer and otherwise Process any Personal Information collected by or through the Licensed Software or that Licensee discloses to Tyler under this Agreement in compliance with all applicable Privacy Laws.</p> <p>1. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THE LICENSE SET FORTH IN THIS SECTION REPRESENTS LICENSEE'S ONLY RIGHTS WITH RESPECT TO THE LICENSED SOFTWARE. ANY USE OF THE LICENSED SOFTWARE OUTSIDE THE SCOPE OF THE ABOVE- DESCRIBED LICENSES IS PROHIBITED.</p> <p>5. Mobile Applications</p> <p>a. All Mobile Applications. Tyler may make certain Mobile Applications available to Licensee. The use of Mobile Applications either alone or in connection with the Licensed Software is governed by this Agreement.</p> <p>b. Additional Terms for iOS Mobile Applications. The Mobile Applications may be used on an iOS product that Licensee owns or controls and as permitted by the terms of use set forth in the App Store Terms of Service or set forth with the Mobile Application.</p>				

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	<p>6. Non-production Instances</p> <ul style="list-style-type: none"> a. Test, Development, and Training Instance. Unless otherwise provided in the Purchase Order, Licensee may use the Licensed Software in a non-production environment solely for Licensee’s internal testing, development, and training purposes. Licensee’s installation and use of the Licensed Software for these purposes is limited to the same number of Concurrent Users as permitted under the Purchase Order and this Agreement. Any copies made of the Licensed Software or Documentation pursuant to this Section shall contain Tyler’s proprietary and/or copyright notice(s). b. Support on Non-Production Instances. Support for non-production Instances of Licensed Software under a current maintenance plan will be limited to set up. <p>7. Delivery and Acceptance</p> <ul style="list-style-type: none"> a. Tyler will deliver to Licensee the current version of the Licensed Software as described in the agreed upon Purchase Order. Tyler will deliver the Licensed Software, Documentation and Updates via electronic transmission from the United States, FOB shipping point (as defined per the Uniform Commercial Code). Tyler shall have no obligation to maintain or to make any enhancements to the Licensed Software except as set forth in the agreed upon Purchase Order. Except for delivery of the Licensed Software and materials as provided in this paragraph, Tyler shall have no further or continuing obligations to Licensee under this Agreement, including any obligation concerning support, support services, training, installation, debugging, updates, enhancements, or any further services whatsoever. b. Tyler will use commercially reasonable efforts to ensure delivery of the Licensed Software is in accordance with the delivery schedule outlined in the Purchase Order. Tyler is not responsible for delays caused by events beyond its reasonable control or delays caused by or related to Licensee or its failure to meet its obligations under this Agreement. Licensee hereby agrees that installation of the Licensed Software constitutes acceptance. <p>8. Licensee Responsibilities</p> <ul style="list-style-type: none"> a. Licensee acknowledges that data conversion is subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, that may give rise to loss or damage. Tyler shall not be liable to Licensee or its Affiliates for any such errors, omissions, delays, or losses, unless caused by the willful misconduct of Tyler’s employees. Licensee is responsible for adopting reasonable measures to limit the impact of such problems, including, but not limited to, backing up data, and adopting procedures to ensure the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data. b. In addition, Licensee is responsible for the following actions: 				

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	<p>I. Supplying all hardware, software, integration components and environmentally sound location(s) required to support Licensed Software performance as described in product literature (except where Tyler is providing IaaS, PaaS, or SaaS services that includes the hardware, software, integration components and environmentally sound location(s));</p> <p>II. Supplying skilled personnel to support Licensed Software's performance while in use at Licensee's site(s), including any applicable technical and/or administrative training required;</p> <p>9. Audit Rights</p> <p>Licensee authorizes Tyler to enter Licensee's premises in order to inspect the Licensed Software (s) during regular business hours to verify compliance with the terms of this Agreement. Licensee further agrees to make its personnel available to Tyler in order to reasonably assist in its compliance investigation. Tyler shall bear the expense of an audit with the exception of instances where the Licensee is found, through such an audit, to be in violation of this Agreement, in which case Licensee will bear all costs and agrees to remit payment for documented violations. For U.S. Government Licensees, any violation shall be resolved and remedies shall be sought by Tyler via filing an equitable adjustment claim in accordance with the Contracts Dispute Act.</p> <p>Section B: General Terms and Conditions</p> <p>1. Definitions</p> <p>a. "Affiliates" shall mean any entity that is controlled by a Party, under common control with a Party or controls a Party.</p> <p>b. "Application Platform" means all programs, routines, object code, designs, configurations, all derivative software, and related documentation that comprise or relate to this proprietary software platform.</p> <p>c. "Concurrent Users" means the maximum number of users who may be logged on to the Licensed Software concurrently or at the same time.</p> <p>d. "Configuration" means the design and underlying meta-data that controls the interface and behavior of the Licensed Software in a certain manner to capture data in accordance with Licensee's requirements.</p> <p>e. "Correction" means a bug fix, patch or other minor modification to the Licensed Software made on a prospective, "when and if available" basis.</p> <p>f. "Documentation" means user manuals, training materials, operations manuals, in paper or electronic format, for the Licensed Software, which may include information on various functions of the Licensed Software and explanations of procedures by which the Licensed Software may be utilized.</p> <p>g. "Defect" means a failure of the Licensed Software to substantially operate in accordance with the Documentation as it exists at the time of the Licensed Software was delivered or made available to Licensee.</p> <p>h. "Dispute" means any dispute or claim arising out of or in relation to this Agreement.</p> <p>i. "Effective Date" means the date set forth in the agreement between Licensee and Tyler, Purchase Order or the date of last signature of the Quote incorporated into the Purchase Order. If a Government or US Government is the Licensee, then the Effective Date is the date of the contract award or order issued by the government agency to purchase the Licensed Software and/or any Professional Services or Maintenance and Support Services.</p>				

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	<p>j. "Government Licensee" means the U.S. or other country, state, or local government, an agency, or entity of the U.S. or other country, state, or local government, or an authorized non-governmental organization acting on behalf of the U.S. or other country, state, or local government that has licensed Software.</p> <p>k. "Infrastructure as a Service" or "IaaS" means a service provided by Tyler in a shared or dedicated environment that includes a physical data center, with associated physical security, backups, power, operating systems, databases, application servers, internet, and connectivity. IaaS does not include Licensed Software.</p> <p>l. "Instances" means an installed copy of the Licensed Software. Once installed or copied, an Instance exists (whether or not it is actually executing) until it is completely removed from memory and uninstalled from disk storage.</p> <p>m. "Intellectual Property Rights" means all copyrights, expressions, moral rights, database rights, patents, patentable ideas, inventions, patent applications, patent registrations, patent renewals, trade secrets, know-how, trademarks, service marks, trade names, service names, all rights in the nature of unfair competition rights, and rights to sue in passing off, and confidentiality or any other similar proprietary right arising or enforceable under applicable law.</p> <p>n. "License Fees" means those fees paid to Tyler by Licensee for the Licensed Software and any Third- Party Software. License Fees exclude fees for Annual Support and Maintenance.</p> <p>o. "License Grant" means for Licensed Software, a non-exclusive, non-transferable right to use the Software in a machine-readable form, together with the Documentation, solely for Licensee's internal business purposes.</p> <p>p. "Licensed Software" means the object code version of the Application Platform, and its respective modules (if licensed), (including Updates and Corrections thereto), and other software products identified in a Purchase Order or the Agreement and licensed to Licensee by Tyler. Licensed Software was developed exclusively at private expense and is a Commercial Item, including commercial computer software, as those terms are defined in the Federal Acquisition Regulation ("FAR"), 48 C.F.R. 2.101.</p> <p>q. "License Period" means the date the license will begin, which will be the Effective Date, and shall continue through the period set forth in the Purchase Order, unless otherwise terminated as set forth in Section B7.</p> <p>r. "Licensee" means the single end-user client organization, but excluding other entities, governmental agencies or governmental departments.</p> <p>s. "Maintenance and Support Services" means the maintenance and support services provided by Tyler in connection with the Licensed Software as described in Section C.</p> <p>t. "Major Defect" means a Defect that causes most or all the Licensed Software to become completely inoperable with no immediate workarounds to repair the Defect, even if just a temporary workaround.</p> <p>u. "Minor Defect" means a Defect that that is not a Major Defect and renders part of the Licensed Software inoperable.</p> <p>v. "Misuse" or "Misused" means any use of the Software in disregard of any known or reasonably anticipated adverse consequences, warning messages, or other written instructions.</p> <p>w. "Mobile Application" means Licensed Software or Licensed Software functionality which can be used on mobile phones, tablets, and other portable devices.</p> <p>x. "Partner" means an entity with whom Tyler has an independent contractor business relationship such as a reseller or supplier of software and/or services. In this context, the term "partner" shall not imply any legal or statutory partnership concepts.</p> <p>y. "Permitted Use" means that Licensee may not use the Licensed Software to process accounts or records or to generate output data for the direct benefit of, or for purposes of rendering services to, any other governmental department or agency, or business entities or organizations; provided, however, if Licensee is an authorized partner or reseller with written consent from Tyler, Licensee may sublicense to a Government Licensee.</p>				

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	<p>z. "Personal Information" means any information (including information forming part of a database), about an individual data subject whose identity is apparent, or can reasonably be ascertained from the information, that is disclosed by one party to this Agreement to another.</p> <p>aa. "Platform as a Service" or "PaaS" means those services provided under IaaS in either a shared or dedicated environment including Licensed Software without Configuration.</p> <p>bb. "Privacy Laws" means statutes, regulations and any other enforceable laws, codes, or guidelines regulating the collection, use, disclosure and/or free movement of Personal Information that applies to any of the Parties or to this Agreement.</p> <p>cc. "Process" or "Processing" means any operation or set of operations performed upon Personal Information, whether or not by automatic means, including collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination and deletion of Personal Information.</p> <p>dd. "Professional Services" means, collectively, any consulting or training services provided by Tyler and as further delineated in Section D.</p> <p>ee. "Purchase Order" means, the document with signature lines that references a Quote or defines the business terms, Support, Licensed Software, Maintenance, and/or Professional Services, and which may include an SOW.</p> <p>ff. "Quote" means an estimate provided by Tyler for the Licensed Software, Annual Support and Maintenance, and/or Professional Services.</p> <p>gg. "Software as a Service" or "SaaS" means those services provided under PaaS in either a shared or dedicated environment including Licensed Software with Configuration.</p> <p>hh. "SOW" means statement of work, work order or any other document authorizing Professional Services (excluding purchase orders), executed by Licensee or by both Parties.</p> <p>ii. "Support Contractor" means a Third-Party with whom Licensee has contracted to install, maintain, host, or operate the Licensed Software for and on behalf of Licensee subject to the terms and conditions of this Agreement. Licensee must provide written notice to Tyler identifying any Support Contractor that is given access to the Licensed Software.</p> <p>jj. "Third-Party Software" includes any software not owned by Tyler that may be a tool, development aid, or other type of software that accompanies or has been used as a tool in the production, compilation, or development of the Licensed Software provided under this Agreement.</p> <p>kk. "Updates" means any modifications or other changes to the Licensed Software, including but not limited to new releases thereof, which Tyler makes generally available to its clients and that are identified by a new release number. The terms and conditions governing Updates are set forth in Section C.</p> <p>ll. "Upgrades" means a platform level change, which is a more significant enhancement or development effort than an Update. Upgrades are made available to clients or Licensee for a supplemental fee.</p> <p>mm. "U.S. Government Licensee" means the U.S. government, a U.S. government agency or entity, or an authorized non-governmental organization acting on behalf of the U.S. Government or a U.S. government agency or entity."</p> <p>2. Fees and Other Charges</p> <p>a. License Fees. Unless otherwise provided herein, Licensee agrees to pay the License Fees for the Licensed Software within 30 days following delivery of the Licensed Software. If additional License Fees are specified for the Licensed Software, a modification, purchase order or Agreement modification may be issued to purchase such additional licenses. Licensed Software payments are final. Except for US Government Licensees, Tyler reserves the right to suspend the License Grant if Licensee fails to pay License Fees due in accordance with this Agreement. For IaaS, SaaS, or PaaS Licenses, the first invoice will be for either the first twelve months of the License Period or the portion thereof to correspond</p>				

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	<p>with the term for other term products, at Tyler's option. For IaaS, SaaS, or PaaS License renewals, Tyler will invoice approximately thirty (30) days in advance of the expiration of the current term or the end of the current billing period. IaaS, SaaS, or PaaS License Fees after the first year and for any renewals will be due and payable thirty (30) days from the invoice date.</p> <p>b. License Fee Exclusions. Perpetual License Fees do not include Maintenance and Support Services and no License Grant includes Professional Services, travel and living expenses for installation and training, file conversion costs, optional products and services or other consulting services requested by Licensee, or the costs of any recommended hardware or Third-Party Software.</p> <p>c. Standard Maintenance and Support. In order for Tyler to provide software support for perpetual licenses, Licensee must purchase annual Maintenance and Support Services as specified in the Purchase Order. Tyler shall have no responsibility to maintain the perpetual Licensed Software unless Licensee purchases Maintenance and Support Services provided by Tyler. In the event that Licensee requests Maintenance and Support Services that are beyond the scope of this Agreement, as stated in Section C, such services will be deemed as Professional Services and Tyler may provide such Professional Services at its then-current rates for services or expenses. Unless otherwise set forth in a Purchase Order, Tyler will invoice Licensee annually in advance for the first standard Maintenance and Support Services payment, which is payable within thirty (30) days after execution of the Purchase Order. Tyler will invoice Licensee for subsequent annual Maintenance and Support Services payments prior to the start of each next maintenance period, payable within thirty (30) days of invoice date.</p> <p>d. Late Charges. With respect to late payments, the parties will abide by the Prompt Payment Act, 31 USC 3901-3907 for U.S. Government Licensees. For all other Licensees, Tyler may charge interest at the rate of one and one-half percent (1½%) per month, eighteen percent (18%) per annum, or at the highest rate allowed by law, whichever is less, from the date due until paid. Tyler may suspend Licenses, Maintenance and Support Services, Professional Services or other performance if Licensee fails to make full payment of any undisputed amount owed under this Agreement within ten (10) days after written notice from Tyler. For U.S. Government Licensees, Tyler shall not charge interest for a late payment; however, Tyler reserves its right to pursue equitable adjustment claim in accordance with the Contracts Dispute Act if the Government fails to make payment in accordance with the Prompt Payment Act.</p> <p>e. Professional Services. Tyler will submit an invoice for Professional Services upon completion of all Professional Services performed in a given month in accordance with the Statement of Work. All Professional Services invoices are payable within thirty (30) days after invoice date.</p> <p>f. Payment. Payments to Tyler can be either mailed to: Tyler, Attn: Accounts Receivable, 12901 Worldgate Drive, Suite 800, Herndon, VA 20170; or can be electronically made through Electronic Funds Transfer to the bank information under "ACH Payment Information" as delineated in the Purchase Order. All fees and other charges referred to in the Agreement will be paid in US Dollars. All payments made under this Agreement are non-refundable, except as specifically provided in this Agreement.</p>				

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	<p>g. Disputed Invoices. Licensee will notify Tyler within fifteen (15) days after the date of an invoice if there is a dispute about that invoice. Tyler will work in good faith with Licensee to promptly correct errors or resolve disputes. Licensee shall pay the undisputed portion of the invoice in full when due and notify Tyler in writing as to the nature and substance of any disputed portion.</p> <p>h. Taxes. Fees, costs and expenses described in this Agreement do not include any sales, use, personal property, duty, levy or similar government charge, value added or goods/services taxes. Tyler may list applicable taxes as separate items on Licensee's invoice, and Licensee shall be responsible to pay or reimburse Tyler for all taxes (other than taxes based on Tyler's income). If withholding taxes are imposed by any foreign government, Licensee shall remit such withholding taxes in accordance with applicable law, gross up the applicable payment amounts to ensure that Tyler receives the full amount of fees invoiced, and provide Tyler with evidence of withholding, if applicable. Tyler may invoice taxes unless Licensee has provided adequate evidence of exemption upon execution of this Agreement. (Note: Licensee is not permitted to resell the Software, so a resale certificate does not qualify as a tax exemption certificate unless specifically agreed in this Agreement or unless Licensee has a separate reseller agreement with Tyler.) Tyler shall not issue credits for taxes billed before Licensee provides evidence of a valid exemption. Licensee shall be liable to Tyler for any costs, fees and taxes that Tyler incurs due to any invalid tax exemption claimed by Licensee.</p> <p>3. Warranty</p> <p>a. WARRANTY. EXCEPT AS SET FORTH IN THE AGREEMENT OR AN SOW, THE LICENSED SOFTWARE, MAINTENANCE AND SUPPORT SERVICES AND PROFESSIONAL SERVICES RELATED THERETO ARE PROVIDED "AS IS", WITH ALL FAULTS, AND TYLER DISCLAIMS ALL WARRANTIES OF ANY KIND. EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, QUALITY, PERFORMANCE, SYSTEMS INTEGRATION, EFFORTS, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE SOLE AND EXCLUSIVE REMEDY FOR THIS WARRANTY SHALL BE RE-PERFORMANCE OF SERVICES.</p> <p>4. Limitation of Liability</p> <p>a. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE CUMULATIVE LIABILITY OF TYLER TO LICENSEE FOR ALL CLAIMS RELATING TO THE AGREEMENT, LICENSED SOFTWARE AND ANY SERVICES RENDERED HEREUNDER, IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO TYLER FOR THE RELEVANT LICENSED SOFTWARE OR SERVICES WITHIN THE PRIOR 12-MONTH PERIOD.</p> <p>b. EXCEPT FOR LICENSEE'S VIOLATION OF THE TERMS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER (WHETHER IN TORT OR CONTRACT) FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO LOST DATA, AND LOST PROFITS, LOST OPPORTUNITY COSTS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.</p> <p>5. Indemnification</p>				

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	<p>a. If a Third-Party claims that the Licensed Software infringes any U.S. copyright, trademark, or trade secret (a "Claim"), Tyler will (as long as Licensee is not in default under this Agreement or any other agreement with Tyler) defend Licensee against such Claim at Tyler's expense and pay all damages that is fully adjudicated and finally awarded; provided, however, that Licensee (i) promptly notifies Tyler in writing of the claim, (ii) allows Tyler sole control of any defense or settlement of the Claim; (iii) reasonably cooperates with Tyler in, the defense or any related settlement negotiations; and (iv) Licensee complies with Tyler's direction to cease using any Software that in Tyler's reasonable judgment may be ruled to cause an infringement of a Third-Party's Intellectual Property Rights.</p> <p>b. If a temporary or a final injunction is obtained against Licensee's use of the Licensed Software or Documentation by reason of an infringement or misappropriation or if Tyler believes such an injunction is likely, Tyler may, at its option, (i) secure for Licensee the right to continue to use the Licensed Software; (ii) modify or replace the Licensed Software so it is non-infringing; or (iii) if neither of the foregoing options is available in Tyler's sole judgment, require Licensee to return the Licensed Software and refund any License Fees prepaid for the Licensed Software for future use .</p> <p>c. Tyler shall have no liability to Licensee to the extent that any infringement action or claim is based upon or arises out of (1) Third-Party Software, (2) modification of the Software or Documentation by Tyler according to Licensee's specifications, (3) modification of the Software or Documentation by Licensee or any Third-Party or the use of the Software or Documentation or any portion thereof in combination with any other equipment or software, (4) Licensee's failure to use the most recent version of the Software supplied by Tyler, (5) Licensee's failure to comply with Tyler's direction to cease any activity that in Tyler's reasonable judgment may be ruled to cause an infringement of a Third-Party's Intellectual Property Rights, or (6) Licensee's use of the Software or Documentation that is not strictly in accordance with the terms of this Agreement.</p> <p>d. THIS SECTION STATES TYLER'S ENTIRE AND EXCLUSIVE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.</p> <p>6. Default</p> <p>Should Licensee fail to pay any fees or charges due hereunder, or fail to carry out any other obligation under this Agreement or any other agreement with Tyler, Tyler may, at its option, pursue remedy in accordance with the Contract Disputes Act, 41 USC 601-613 if Licensee is a U.S. Government Licensee. If Licensee is a commercial entity or Government Licensee, Tyler may, at its option, pursue remedy as afforded to it, whether in law or equity, under the laws of the state set forth in Section B11 (Governing Law).</p> <p>7. Termination; Survival</p> <p>a. Termination. Either Party may terminate this Agreement for a material default by providing the other Party with thirty (30) days prior written notice, if such default is not cured in such notice period.</p>				

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	<p>b. Effect of Termination. In the event of a termination, Licensee’s right to use the Licensed Software as set forth in Section A4 shall terminate in its entirety and shall not survive termination. Upon termination of this Agreement, or upon expiration of the License Period (if applicable), Licensee’s License will terminate and Licensee shall be required to cease all use of the Licensed Software and Documentation, and return or certify destruction, as requested by Tyler, all copies of the Licensed Software and Documentation (including any training materials) in Licensee’s possession (whether modified or unmodified) and all other materials pertaining to the Licensed Software, including all copies thereof. Licensee acknowledges that following the expiration or termination of a SaaS, IaaS or PaaS License, any data that is retained in formats only readable by the Software will not be accessible. Termination of any License shall not relieve Licensee of its obligations to pay any amounts then due Tyler and shall not entitle Licensee to a refund of any amounts paid under this Agreement, except as otherwise specified herein.</p> <p>c. Survival. The following sections shall survive termination of this Agreement: Sections A1 (Origin of Licensed Software) and A2 (Ownership of Licensed Software or Third-Party Software), Section A3 (Third-Party Software), Section A9 (Audit Rights), Section B2 (Fees and Other Charges), B4 (Limitation of Liability), Section B6 (Default), Section B7(b) (Effect of Termination) and Section B7(c) (Survival); Section B9 (Confidentiality and Non-Disclosure), Section B10 (Notices), Section B11 (Governing Law), Section B12 (Dispute Resolution), Section B13 (Non-Solicitation), Section B16 (Modifications and Waiver), Section B18 (Commercial Computer Software), Section B19 (Compliance with Law), and Section B20 (Export Control).</p> <p>8. Publicity, Marketing and User Satisfaction</p> <p>Licensee agrees to be included on a list of Tyler clients as a reference. Furthermore, Licensee hereby authorizes Tyler to use its name, including the name of any related project for which the Licensed Software will be used to support, in a press release relating to the sale of Licensed Software, Maintenance and Support Services, and Professional Services hereunder. Tyler shall allow Licensee to review, modify, and authorize, as reasonably necessary, such press release prior to its publication. Licensee agrees that Tyler may send partner satisfaction surveys directly to government and commercial users of the Licensed Software for purposes of understanding user feedback and enhancing the Licensed Software to better serve customers/licensees.</p> <p>9. Confidentiality and Non-disclosure</p> <p>a. "Confidential Information" means any information which one party ("Disclosing Party") provides, either directly or indirectly, to the other ("Receiving Party") in connection with this Agreement, including the Licensed Software and Personal Information, or information related to the business of the Disclosing Party that (1) if in tangible form, is clearly marked at the time of disclosure as being confidential, or (2) if disclosed orally or visually, is designated at the time of disclosure as confidential, or (3) is reasonably understood to be confidential or proprietary information, whether or not marked.</p> <p>b. Except as required by applicable law, as amended, confidential Information will be protected and held in confidence by the Receiving Party and will be used only for the purposes of this Agreement. Disclosure of the Confidential Information will be restricted to the Receiving Party's affiliates, employees, contractors, Consultants and business partners on a "need to know" basis, provided that they are bound by written</p>				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>confidentiality obligations no less stringent than those in this Agreement prior to any disclosure. Confidential Information does not include information that (1) is already known to Receiving Party at the time of disclosure, (2) is or becomes publicly known through no wrongful act or failure of the Receiving Party, (3) is independently developed by Receiving Party without benefit of Disclosing Party's Confidential Information, or (4) is received from a Third-Party which is not under and does not thereby breach an obligation of confidentiality.</p> <p>c. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials of similar kind, but in no event with less than a reasonable standard of care. A Receiving Party may disclose Confidential Information to the extent required by law, provided that the party required to disclose the Confidential Information provides the original Disclosing Party with notice as soon as reasonably practicable to allow the Disclosing Party an opportunity to respond to such requirement and provided further that such disclosure does not relieve Receiving Party of its confidentiality obligations with respect to any other party. These confidentiality restrictions and obligations will remain in effect until the information ceases to be Confidential Information.</p> <p>d. Upon the request of Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all copies of the Confidential Information, and any documents derived from the Confidential Information, or at the Disclosing Party's option, shall certify in writing that all copies of the Confidential Information and derivative documents have been destroyed. This obligation to return or destroy materials or copies thereof does not extend to automatically generated computer back-up or archival copies generated in the ordinary course of Receiving Party's information systems procedures, provided that Receiving Party shall make no further use of Confidential Information contained in those copies.</p> <p>e. Prior to disclosing or delivering any Confidential Information that is subject to restrictions under Privacy Laws or export control laws and regulations, including without limitation any restrictions, laws or regulations that will apply to the transfer by Tyler of the Confidential Information to any of its affiliates, employees, contractors and alliance partners located anywhere in the world ("Restricted Data"), Licensee shall identify to Tyler in writing such Restricted Data. Tyler may add a surcharge to cover additional costs of handling Restricted Data.</p> <p>10. Notices</p> <p>All notices or other communications required to be given hereunder shall be in writing and delivered either personally, by U.S. mail or electronic mail to the address set forth in the Purchase Order. Notices delivered personally shall be effective upon delivery and notices delivered by U.S. mail shall be sent certified, return receipt requested, postage prepaid, and addressed as provided in this Agreement and will be effective upon their receipt by the party to whom they are addressed. Notices delivered by electronic mail shall be deemed received during the first business hour following receipt.</p> <p>11. Governing Law</p> <p>This Agreement shall be governed by the laws of the Commonwealth of Virginia, U.S.A., without regard to any conflicts of laws provisions; provided, however, for U.S. Government Licensees, the Agreement shall be governed by applicable U.S. federal law, without regard to any conflicts of law provisions.</p>				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>12. Dispute Resolution.</p> <p>a. Informal Dispute Resolution. In the event of any Dispute arising from or relating to this Agreement, the parties hereto shall endeavor to use reasonable efforts to settle the Dispute. To this effect, the management-level representative from each party shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the management-level representatives are unable to reach such solution within thirty (30) days of the commencement of such negotiations, then the Dispute will be referred to executive-level representatives of each party for an additional thirty (30) day period of negotiation.</p> <p>b. Arbitration. The arbitrator shall award appropriate fees and costs to the prevailing party. If it becomes necessary for either party to compel arbitration or to enforce an arbitration award, that party may bring an action in any court of competent jurisdiction and the prevailing party will be entitled to recover from the other party its costs and expenses, including court costs and reasonable attorneys' fees (including allocable costs of in-house counsel). The arbitration and all related proceedings and discovery will take place pursuant to a protective order entered by the arbitrator that protects the confidential nature of the parties' proprietary and confidential information. No arbitration award may provide a remedy beyond those permitted under this Agreement, and any award providing a remedy not permitted under this Agreement will not be valid and will be vacated. No Dispute may be brought as a class action, and neither party may act as a class representative or participate as a member of a class of claimants with respect to any Dispute. BOTH PARTIES HEREBY WAIVE ALL RIGHT OR ENTITLEMENT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT ARISES OUT OF OR RELATES IN ANY WAY TO THIS AGREEMENT.</p> <p>c. Litigation Rights. Either party may, without waiving any remedy under this Agreement, seek temporary or permanent injunctive relief including without limitation equitable relief from any court of competent jurisdiction to protect its Confidential Information, non-solicitation rights, License rights and Intellectual Property Rights, regardless of the arbitration requirements. Tyler reserves the right to pursue legal action in a court of competent jurisdiction to compel payment due hereunder and, in such a case, Tyler shall be entitled to recover its costs and reasonable attorneys' fees, regardless of the arbitration requirements.</p> <p>13. Non-Solicitation.</p> <p>During the term of the Agreement and until one year after termination of the Agreement, neither party shall solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have had direct involvement with the Licensed Software, Maintenance and Support Services or Professional Services, without the other party's express written consent. However, neither party will be precluded from hiring any employee of the other party who responds to any public notice or advertisement of an employment opportunity, provided that the hiring party did not directly solicit the employee.</p> <p>14. Independent Contractor.</p> <p>Each party is at all times acting as an independent contractor under this Agreement and not as an agent, employee, joint venturer or partner of the other.</p>				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>15. Partner Transactions.</p> <p>Where Licensee acquires Licensed Software or receives maintenance, support or services from a Partner, any specific term regarding warranty, maintenance and/or services, as applicable, may be contracted directly between Licensee and that Partner and conflicting terms of this Agreement shall not apply to such Licensed Software, maintenance, support or services.</p> <p>16. Modifications and Waivers</p> <p>This Agreement may not be modified or otherwise amended except by a writing signed by authorized representatives of both parties. A waiver or modification by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing.</p> <p>17. Force Majeure</p> <p>Neither party shall be liable for any failure to perform, loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, terrorism, labor stoppage, war or military hostilities, communications failures, power outages, or inability of carriers to make scheduled deliveries, to the extent occurring outside the reasonable control and without the fault or negligence of the affected party.</p> <p>18. Commercial Computer Software</p> <p>The Licensed Software provided under this Agreement is commercial computer software developed exclusively at private expense. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19 (c) or other agency data rights provisions, as may be applicable. Use, duplication and disclosure by DOD agencies is subject solely to the terms of standard software License Agreement as stated in DFARS 227.7202. "Unpublished-All rights reserved under the Copyright Laws of the United States".</p> <p>19. Compliance With Law</p> <ul style="list-style-type: none"> a. Licensee will use the Licensed Software Maintenance and Support Services and Professional Services in compliance with any laws, enactments, regulations, collective labor agreements, orders, standards and other similar instruments that might be applicable to Licensee. b. Licensee will obtain all necessary approvals, authorizations, or other consents, and will maintain any registrations, requirements, mandatory procedures or similar obligations that may be applicable to Licensee. c. Licensee shall be responsible to Tyler for any costs, loss or damage Tyler incurs as a direct or indirect result of Licensee's breach of this Section or Licensee's failure to comply with laws. <p>20. Export Control</p>				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>a. Licensed Software and Documentation furnished under this Agreement may be controlled for export purposes under the International Traffic in Arms Regulations ("ITAR") controlled by the U.S. Department of State or the Export Administration Regulations ("EAR") controlled by the U.S. Department of Commerce. ITAR controlled technology may not be exported without prior written authorization and certain EAR technology requires a prior license depending upon its categorization, destination, end-user and end-use.</p> <p>b. Each Party agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. § 2751-2794, the ITAR 22 C.F.R. § 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the EAR, 15 C.F.R. § 730-774; including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, the receiving Party agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons (as defined by the ITAR) employed by or associated with, or under contract to the such receiving Party or its respective lower-tier suppliers, without the disclosing Party's prior approval and the authority of an export license, agreement, or applicable exemption or exception.</p> <p>c. Each Party will promptly notify the other if it is or becomes, listed in any Denied Parties List or its export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.</p> <p>21. Entire Agreement.</p> <p>a. The Agreement is the entire agreement between Licensee and Tyler relating to the specific Licensed Software or services provided hereunder and supersedes all prior or contemporaneous oral or written communications, proposals and representations relating to that transaction. Any purchase order or other document issued by the Licensee will be for administrative purposes only and any such terms will not alter or supplement this Agreement.</p> <p>22. Assignment.</p> <p>Licensee may not in whole or part, assign, transfer, novate, subcontract or sublicense the Agreement or any right or obligation under it, and any assignment made in violation of this provision shall be invalid.</p> <p>23. Severability.</p> <p>If any provision of this Agreement is illegal or unenforceable in any jurisdiction, that provision shall remain effective with respect to any jurisdiction in which it is legal and enforceable, and the remainder of this Agreement will remain valid and enforceable anywhere.</p> <p>Section C: Standard Maintenance and Support Maintenance</p>				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>1. During any period for which Licensee has made the required standard maintenance and support payment, Licensee shall be entitled to receive the following from Tyler:</p> <ul style="list-style-type: none"> a. Updates (as described below); b. Defect Correction (as described below); and c. Telephone Support (as determined by the specific support plan located in the Purchase Order or maintenance invoice, and as further described below). <p>2. Lapse in Maintenance and Support.</p> <p>Subject to Licensee’s payment of the annual standard maintenance and support fee, Tyler agrees to provide annual standard maintenance and support, as described in this Section C. In the event that Licensee allows its payment for standard maintenance and support to lapse, Tyler may charge (at its discretion) a reinstatement fee equal to \$5,000 in addition to all past due maintenance and support fees. A “lapse” as used herein means any period of time that occurs after the standard maintenance and support period has expired.</p> <p>3. Updates.</p> <p>Tyler shall provide Licensee all Updates, modifications, improvements, enhancements, extensions, and other changes to the Licensed Software which are generally made available, at no additional charge, to other Licensed Software customers of Tyler.</p> <p>4. Defect Correction</p> <ul style="list-style-type: none"> a. Licensee shall report suspected Defects in the Licensed Software to Tyler using the Tyler hotline or the Internet and shall document the suspected Defect. If the Defect is confirmed, Tyler shall use commercially reasonable efforts to provide a Correction to Licensee. b. Tyler shall not be responsible for Defect Correction in any version of the Licensed Software other than the most recent release of the Licensed Software, provided that Tyler shall continue to support prior Licensed Software releases for a period of not more than six months after the most recent release. c. Tyler reserves the right to decline Licensee maintenance/support requests that could be resolved by reference to the Documentation or implementation of Corrections, or that arise from Licensee's negligence, Misuse of the Licensed Software, or issues relating to Third-Party equipment. d. Licensee will take all reasonable steps to carry out procedures for the Correction of Defects or implementation of Corrections and Updates provided by Tyler within a reasonable time after such procedures have been received. 				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>5. Telephone Support.</p> <p>Tyler shall provide telephone support for Licensee to report problems and to seek assistance in the use of the Licensed Software. Tyler provides telephone support from 7AM to 8PM Eastern Time, Monday through Friday. Upon receipt of the initial call Tyler will provide a maintenance call identification number. Tyler shall return support calls within a commercially reasonable time, normally one (1) business hour, after receipt of Licensee’s call. During this call back, Tyler will employ commercially reasonable efforts to either resolve the problem or provide Licensee with an identification of the level of severity of the problem, and an estimated completion time for resolution of the problem.</p> <p>6. Major Defect.</p> <p>When Licensee reports a Major Defect to Tyler using the Tyler hotline, Tyler shall proceed with diligent and sustained effort to (i) recreate and verify such defect, and then employ reasonable commercial efforts to correct such Major Defect and (ii) unless the Major Defect is corrected within forty-eight business hours of Tyler’s receipt of Licensee’s report thereof (or such longer period as Licensee may agree), implement a temporary solution to avoid or significantly minimize the impact of the Major Defect on the operation of the Licensed Software until the Major Defect is corrected.</p> <p>7. Minor Defect.</p> <p>When Licensee reports a Minor Defect to Tyler using the Tyler hotline, Tyler shall within a commercially reasonable time initiate efforts to (i) recreate and correct such Minor Defect within a reasonable time and (ii) suggest solutions to avoid and minimize the impact of the Minor Defect on the operation of the Licensed Software until the Minor Defect is corrected.</p> <p>8. Documentation.</p> <p>Tyler will provide to Licensee, at Tyler’s option, either in hard copy or by electronic media updated Documentation for any Updates, Corrections, modifications, improvements, or enhancements to the Licensed Software.</p> <p>9. Supported Versions.</p> <p>Tyler shall not be responsible for correcting Major Defects or Minor Defects in any version of the Licensed Software other than the most recent release of the Licensed Software. Tyler shall continue to support prior releases superseded by recent releases for a reasonable period sufficient to allow Licensee to implement the newest release.</p> <p>10. Licensee Responsibilities.</p>				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>Tyler shall not be obligated (i) to provide telephone assistance (beyond an initial telephone call) or consulting time relating to problems, errors or malfunctions caused by (A) malfunction of Licensee’s Equipment, (B) software not licensed pursuant to this Agreement, (C) Misuse, or (D) any other cause not reasonably attributable to Tyler; (ii) to provide extensive training that would normally be provided in formal training classes; or (iii) to perform Professional Services that would normally be provided at Licensee’s business location.</p> <p>11. Excluded Items.</p> <p>In addition to the items listed in Section 10 above and the other provisions of this Agreement:</p> <p>a. Tyler's maintenance/support obligations shall not include:</p> <ul style="list-style-type: none"> i. development or support for any Licensed Software customizations or custom reports; ii. database schema changes, or supporting application program interfaces (“APIs”) not provided or approved by Tyler; iii. supporting hosting providers not certified by Tyler; or iv. Tyler University's training guides e-learning modules, training kits, "train the trainer" programs or other learning resources provided by Tyler. <p>b. If Tyler notifies Licensee that an issue for which Licensee has requested maintenance is not covered, Tyler will work with Licensee to develop a mutually agreed SOW or Quote (as applicable) under which Tyler will perform such services at Tyler's then-current rates.</p> <p>Section D: Professional Services Terms and Conditions</p> <p>1. Professional Services.</p> <p>Tyler shall provide Professional Services when mutually agreed in an SOW or Quote (as applicable). Any staff or personnel provided by Tyler to provide the Professional Services under an SOW or Quote (as applicable) are referred to as “Consultants”.</p> <p>2. Project Management.</p> <p>Licensee shall provide Tyler in writing, the names and contact information for an individual to authorize SOWs, receive progress reports and address problems that may arise in connection with the Professional Services (the “Project Manager”).</p> <p>3. Work on Licensee's Premises.</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>Tyler shall require its Consultants to observe the reasonable security, safety and other policies of the Licensee incorporated into the Agreement while such Consultants are on Licensee's premises, provided that Licensee provides Tyler with reasonable advance written notice of those policies.</p> <p>4. Licensee's Cooperation.</p> <p>Tyler's performance depends upon Licensee's timely and effective cooperation in connection with the Professional Services, including providing Tyler with reasonable facilities, timely and sufficient access to appropriate data, information, and appropriately skilled Licensee personnel, and prompt responses to questions and requests. Tyler will not be liable for any failure or delays in performing the Professional Services to the extent that the failure or delay is caused by Licensee's failure to cooperate. Tyler may rely upon the accuracy and completeness of data, material, and other information furnished by Licensee, without any independent investigation or verification.</p> <p>5. Statement of Work.</p> <p>All work performed by Tyler will be documented in the Agreement. The Agreement shall establish the general nature of the work to be performed, the number of Consultants to be assigned, the estimated duration of the Professional Services, the approximate number of hours, and the applicable hourly rate or fee.</p> <p>6. Change Orders.</p> <p>Either party may propose changes in the scope of the Agreement, but neither party will be bound by any proposed change until both parties have agreed to that change in writing (a "Change Order").</p> <p>7. Scheduling.</p> <p>Tyler will try to accommodate schedule requests of Licensee to the extent commercially practicable. Tyler reserves the right to change such schedule due to unavailability of assigned Consultants due to causes beyond Tyler's reasonable control. Tyler will make commercially reasonable efforts to replace any such Consultant within a reasonable time to limit impact on the schedule.</p> <p>8. Changes to SOWs.</p> <p>Changes to the SOW require thirty (30) days' advance written notice ("Notice Period") to other party and mutual agreement. Upon mutually agreed cancellation of an SOW in progress, Licensee will pay all fees and expenses for work performed through the effective cancellation date (partially completed fixed fee engagements will be prorated) as well as reasonable costs directly related to Licensee's cancellation. If Licensee requests to modify an SOW with less than the Notice Period, Licensee will also pay a fee equal to the total daily rates for Consultants assigned to the SOW for every day that the actual notice was less than the Notice Period.</p> <p>9. Fees and Expenses.</p>				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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Unless otherwise provided in the Agreement, Licensee shall pay Tyler on a time and materials basis at Tyler's then-current rates. Hourly rates or fees for Professional Services performed shall be set forth in the Agreement. Unless otherwise agreed in writing in the Agreement, the minimum labor charge for any single day is eight hours. This previous sentence shall not apply to U.S. Government Licensees purchasing Services under the GSA MAS contract. Billable amounts incurred in excess of eight hours per day will be billed at the standard hourly rate. Estimated fees for Professional Services under this Agreement do not include travel or other expenses. Licensee agrees to reimburse Tyler for and will be invoiced for all travel and other expenses. Unless otherwise set forth in the Agreement, out-of-pocket expenses will be reimbursed on a pass-through basis based on the cost paid or invoiced at the time of purchase, which includes airfare, ground transportation, lodging, meals and incidentals. Licensee agrees that Tyler will not provide a credit for or reimbursement to Licensee for discounts or other benefits that are a result of travel service provider relationships.

10. Acceptance of Deliverables.

The process for accepting each deliverable under the Agreement and this Section D will be in accordance with the following:

- a. Tyler will submit all deliverables other than software in writing.
- b. Licensee will have a period of 10 business days to respond to the submitted deliverable with any requested changes.
- c. Within 10 business days of the requested changes Tyler will resubmit the deliverable.
- d. Licensee will then have 10 business days to accept the resubmitted deliverable. If Licensee does not find it acceptable the above process will continue.
- e. If Licensee does not respond within the intervals outlined above the submitted deliverable will be considered accepted by Licensee.

Updated 04/04/23

Pricing

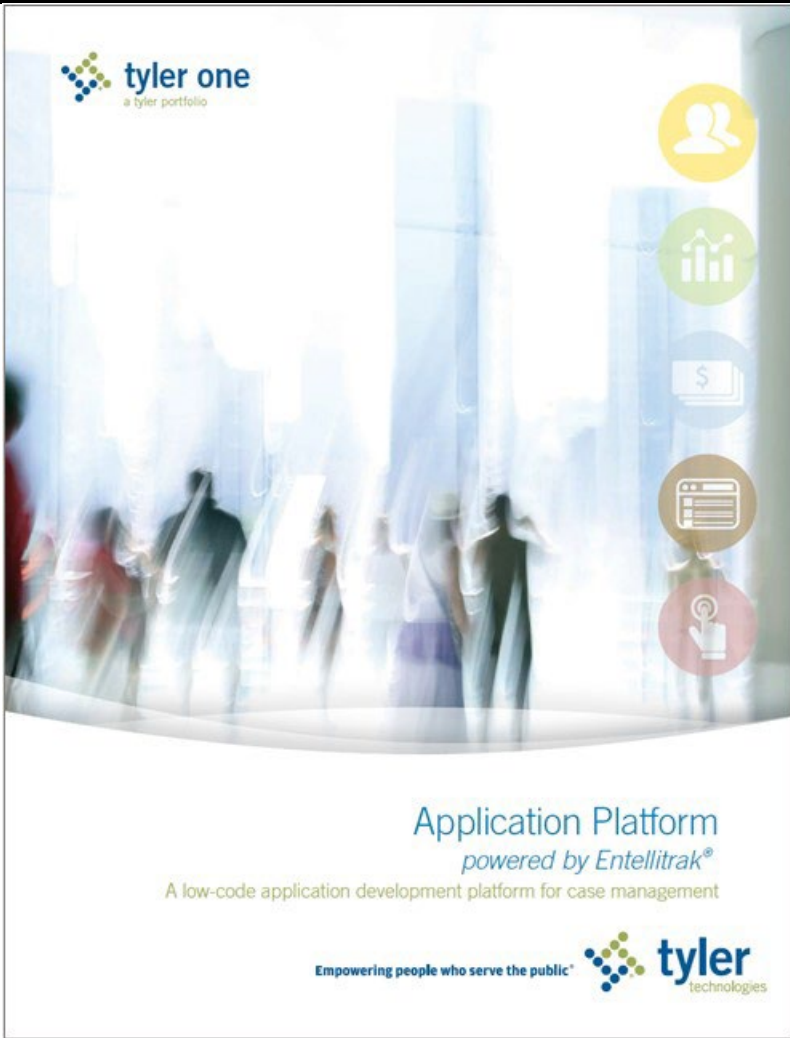
Product Name	Product Description
Augmented Field Operations Platform: 1 Year Term	Augmented Field Operations platform (inclusive of mobile app, self-service portal, and agency web portal) for delivering greater efficiencies and insights when conducting inspections/assessments/audits/surveys, etc. in the field. Augmented Field Operations Platform is required in addition to Augmented Field Operations, Price per User. Delivered as a SaaS product. \$23,750.00/year


RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No	
	Augmented Field Operations Platform: 1 Year Term, price per user (minimum 10 users)	The cost of user access for the Augmented Field Operations platform (mobile app and agency web portal). Augmented Field Operations Platform is required in addition to Augmented Field Operations, Price per User. Delivered as a SaaS Product. \$3,325.00/year per user				
	Augmented Field Operations Platform support with Route Optimization for field workers: 1 Year Term, price per user (minimum 10 users)	Route Optimization is a smart tool for use in the platform's mobile application that recommends the most efficient travel route for the field staff based on site assignments, traffic, weather, and construction data. Augmented Field Operations Platform and Augmented Field Operations Platform, Price Per User are required to purchase in addition to this module. Delivered as a SaaS product. \$1,235.00/year per user				
	Augmented Field Operations Platform support with Advanced Reporting: 1 Year Term, price per user (minimum 10 users)	Advanced Reporting and customizable dashboards provide data-rich visualizations that empower managers to better track and manage field staff productivity, resource management, and enforcement efforts. Augmented Field Operations Platform and Augmented Field Operations Platform, Price Per User are required to purchase in addition to this module. \$1,235.00/year per user				
	Augmented Field Operations Platform Implementation Fee	Implementation Fee for Augmented Field Operations Platform \$1,500,000.00 each				


Tyler Application Platform

[Product Information](#)

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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tyler one
 a tyler portfolio



Application Platform
powered by Entellitrak®

A low-code application development platform for case management

Empowering people who serve the public™




PLATFORM

Work Faster and Solve Harder Problems

Our Application Platform is the only low-code application development platform for case management purpose-built for the public sector. It takes a Data-First™ approach that puts transformational power in your expert hands.

2

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>A Low-code App Dev Platform That Puts Data First</p> <p>In contrast to competing products, Tyler's Application Platform unifies casework through a Data-First approach. What does that mean?</p> <p>In contrast to BPM which places the greatest emphasis on process efficiency, case management is a data-centric endeavor. Its goal is to deliver an appropriate outcome for each case, based on information management (data), collaboration and guided decision making. It calls for a Data-First approach.</p> <p>By putting Data-First, the Application Platform provides a continuous spectrum of case management and business management solutions — giving organizations the flexibility to commence application development initiatives from a variety of starting points. With the Application Platform, you can begin with a traditional process modeling approach, or, based on existing case data, take a Data-First approach and configure business applications immediately and layer on policies and processes over time. Of course, you can further accelerate your implementation by choosing one of the applications Tyler has already built based on the Application Platform— more than 20 proven, best practice solutions.</p>		<p>One Environment for Business and IT</p> <p>Maximize Collaboration via a Single, Highly Streamlined Interface</p> <p>Rather than requiring the use of third-party applications, or different portals for different functions, the Application Platform streamlines work with a single, Section 508 compliant, web-based interface that puts Data-First and facilitates team interaction — everything is built in, from day-to-day case management and process management to advanced application development and programming. Rapid configuration and programming functionality includes:</p> <ul style="list-style-type: none"> • Organizational and hierarchy modeling • Security and permissions management • Rules management • Integrated development environment • Advanced search engine • Forms management • Content management <p>Add Document Management, Analytics, Mobile and More</p> <p>Manage Structured and Unstructured Data Side by Side</p> <p>Application Platform modules are completely integrated, fully-featured solutions — not add-ons or afterthoughts — that provide a seamless environment of advanced enterprise capabilities. This highly integrated approach empowers users to create, access, deliver, and use content in more contextual and personalized ways.</p> 		

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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Start With the Implementation Approach That's Best for You

An application built on the Application Platform can be configured in a fraction of the time and cost required for custom software development or traditional BPM implementations



Tyler Applications

Tyler offers more than 20 applications built on the Application Platform. With best practices, business rules, and terminology built right in, these powerful applications not only come out of the box with features to support your mission, but they are also designed to be configured to suit the specific workflows and definitions that are unique to your organization.



Take an Agile, Data-First Approach

An Agile approach speeds time to ROI. When starting from scratch, most clients begin by replicating their existing systems. They build out the forms, dashboards, reports, organizational structure and security rules quickly — the Application Platform automatically generates the corresponding input forms, information views, and database artifacts behind the scenes. This Data-First approach enables people to begin working with the system more quickly, capturing the data that will drive operations forward, accelerating the implementation and ROI.

5



ARCHITECTURE

No bloat. Just a powerful, unified, open architecture working environment. Nice.

The Application Platform provides a superior level of extensibility, interoperability, and portability through its open standards, open architecture and platform independent approach.

6

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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Platform Independent, Open Architecture Software

This simple, exposed, open approach makes it easier to develop applications with Tyler's Application Platform, to deploy the solution, and to integrate and communicate with external systems.

Develop: The Application Platform is Java-based so any Java programmer can work with the platform and avoid "vendor lock-in."

Deploy: The Application Platform can be installed on servers running the most widely used operating systems, whether on-premise or in the Cloud. The Platform software is compatible with most widely used relational databases including SQL Server, Oracle RDBMS, and PostgreSQL.

Integrate: The Application Platform can easily connect and integrate with other applications in the enterprise utilizing standard technologies such as web services, an ESB, or directly at API levels.

Advanced Security Policies Are Built in

The Application Platform's role-based security and access model mimics an organization's structure.

- Access is role based, so users see only the data that is pertinent to their domain.
- Permissions are completely configurable through a user interface CRUD (Create/Read/Update/Delete) facility, which filters out sensitive and protected information.
- All data is SSL encrypted.

The Application Platform supports single sign-on authentication via one or more methods at one time, including:

- LDAP
- Active Directory
- RSA SecurID tokens
- Authentication portals
- Smart cards and CACs



7

SECURITY AND HOSTING

Federally Accredited and Secure

On premise or in the cloud — there is no one best approach that applies to every situation.

8

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Hosted On-Premises or in the Cloud

Everyone's needs are different. For that simple reason, the Application Platform has been architected so that it can be hosted on-prem or in the cloud, or to take advantage of a hybrid approach. It is available under the following NIST-defined Cloud Computing Service and Deployment models:

- Cloud Software as a Service (SaaS)
- Cloud Platform as a Service (PaaS)
- Private cloud, Community cloud, Public cloud, Hybrid cloud

A FedRAMPSM Compliant Cloud Service Provider (CSP)

The Application Platform is available to federal agencies under FedRAMP via Platform as a Service (PaaS) and Software as a Service (SaaS) models. With FedRAMP certification, customers can more readily leverage Tyler's secure cloud environment to store, process, and protect sensitive data, and to develop applications using the Application Platform.

The Application Platform is also Accredited and Secure with C&A's based on NIST 800-53, DIACAP and DCID 6/3.



9

MODULES

Document Management, Mobile, Analytics, and More


Application Platform modules are completely integrated, full-featured solutions —not add-ons or afterthoughts. They provide advanced enterprise capabilities so users can make the most of your organization's data, wherever they are.



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Document Management Module



Manage Structured and Unstructured Data

The Document Management module provides an integrated environment for the management of unstructured data (documents and multimedia) alongside structured data (records), with repositories configured to match your organizational structure, workflows, and systems.

Users can store, retrieve, and preview documents, presentations, and spreadsheets as well as images, video, and audio. Most files can be viewed, marked up, and annotated directly within the module without having to open their native applications.

- Collaborative markup and versioning
- Automatic indexing for full-text search
- Role-based security through the Application Platform


Mobile Module

One Click from Web to Mobile

With the solution's Mobile module, you can instantly deploy mobile versions of your existing Application Platform forms and data elements with a single mouse click. Any changes to the web-based application are immediately applied to the mobile application.


With mobile access to your case management system, staff can keep casework moving no matter where they are. They can retrieve and capture data and even attach documents from any mobile device, protected by the solution's role-based security model.

- Platform independent
- Single point of administration for mobile and desktop applications
- Point-and-click configuration



11

Analytics Module




Self-service Business Intelligence and Analytics

The Analytics module gives knowledge workers accurate information in clear, visual formats so they can make better decisions. Business users can slice, dice, filter, sort, and search from a single page, without having to do any configuration.

The Analytics module translates each business question into the appropriate data query, triggers the query, and returns real-time results with the best matching visualization. Users can add comments to reports and data points and share them with team members to foster collaboration.

- Natural language queries
- Drag-and-drop report builder with dynamic drill-downs
- Intuitive dashboard creation

Access Module



A Secure, Self-service Public Portal


The Access module gives external users access to selected aspects of an Application Platform system. With the Access module, organizations can accelerate and improve information capture, better engage external audiences, and lower the workload of internal staff. It can be configured to allow users to:

- Initiate contact
- File and check the status of queries and claims
- Submit documents, make and respond to requests for information, and more

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RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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Direct Scan Module



Skip the Desktop — Scan Directly into the Application Platform

The Direct Scan module scans and saves paper documents, faxes, and emails directly to the Application Platform, facilitating the conversion and utilization of legacy documents. Scanned files can initiate new case files or processes, be attached to existing cases or processes, or be added to the document repository for later classification and use.



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Tyler Offerings Built on the Application Platform

Application Accelerators	Admin and Support	Disability and Benefits	Workforce Case Management	Investigative Audit, & Counsel	State Regulatory
Alternative Dispute Resolution			•	•	
Anti-Harassment			•		
Appeals Case Management		•	•	•	
Audit Finding Management				•	
Background Investigation			•	•	
Civil Rights			•	•	
Correspondence Management	•				
EEO Case Management			•		
Ethics Management			•	•	
FOIA Request Management	•				
General Counsel			•	•	
Home & Community Based Services		•	•		
Inspector General Audits		•		•	
Inspector General Investigations		•		•	
Labor Relations			•	•	
Public Commission Oversight					•
Reasonable Accommodation			•		
Regulatory Licensing, Enforcement, & Inspections					•
Veterans' Benefits	•				
Vocational Rehabilitation	•				
Workers' Compensation			•	•	

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**A Solid Foundation of Best Practices.
Flexible to Evolving Needs.**

Applications built with Tyler's Application Platform give you all the benefits of custom-built applications at an off-the-shelf price. Working directly with clients, Tyler has developed more than 20 preconfigured templates that reflect the best practices, business rules, and terminology for public sector case management needs.



RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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Terms & Conditions

Application Platform

<https://www.tylertech.com/client-terms/caseapp-terms>

End User License and Services Agreement for Platform Solutions Division

Licensee agrees to be bound by these terms and conditions in this END USER LICENSE AND SERVICES AGREEMENT which governs the use and license rights associated with the Licensed Software described below. Tyler Federal, LLC or its Affiliate (“Tyler”) will provide Licensee with the Licensed Software as described herein and pursuant to the terms of any separate agreement between Licensee and Tyler, such as Tyler’s GSA Information Technology Multiple Award Schedule (“GSA MAS”), a Purchase Order, Quote or SOW (together with this End User License and Services Agreement, the “Agreement”), subject to Licensee’s compliance with the Agreement. In the event of a conflict between this End User License and Services Agreement and Tyler’s GSA MAS, the terms of the GSA MAS shall control. In the event of a conflict between this End User License and Services Agreement and the Purchase Order or SOW, the Purchase Order or SOW will govern. The parties are referred to herein individually as Party or collectively as Parties.

Section A

1. Origin of Licensed Software

The Parties expressly agree that the Licensed Software is fully commercial software developed by or for Tyler exclusively at private expense under the specification, direction and control of Tyler.

2. Ownership of Licensed Software or Third-Party Software

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RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>b. Developments. Tyler reserves ownership, title and all rights and interest in any software and documentation, including Customizations, developed and delivered in the course of providing Maintenance and Support Services and Professional Services under this Agreement and including any developments made as a result of Licensee’s comments, suggestions or feedback, subject to each party’s confidentiality rights and obligations under this Agreement.</p> <p>3. Third-Party Software This Agreement does not constitute or provide Licensee with any license to the Third-Party Software that may have been used as tools in the development of the Licensed Software, or have been integrated in the Licensed Software, other than to use the Licensed Software under the terms of this Agreement. Except to the extent that Licensee uses any Third-Party Software as a function of its or its customer’s use of the Licensed Software under the terms of this Agreement, this Agreement provides no rights to use, distribute, sublicense, modify, create derivative works, or copy any Third-Party Software.</p> <p>4. License Grant; Authorized Usage</p> <p>a. License Grant for Infrastructure as a Service, Platform as a Service, Software as a Service. The License Grant for IaaS, PaaS, or SaaS shall become effective on the Effective Date and remain in effect through the License Period, or until the Agreement is otherwise earlier terminated. This Agreement grants a limited, worldwide, non-exclusive, non-transferable license (“License”) to use one copy of the Licensed Software for the License Period. The License is to the object code version of the Licensed Software, any Configuration, and/or any application or operation software installed on equipment located at a physical data center as further delineated in the Purchase Order. Licensee may only use the Licensed Software for Permitted Use.</p> <p>b. License Grant for Perpetual Licenses. If a perpetual license is expressly designated in a Purchase Order, this paragraph shall apply instead of Section A4(a), and the License Grant shall become effective on the Effective Date and remain in effect perpetually, or until this Agreement is otherwise earlier terminated. Licensee may only use the Licensed Software for its own Permitted Use. The License is to the object code version of the Licensed Software, including any Configuration, at the location defined in the Purchase Order or other permitted locations.</p> <p>c. Limitations on License Grant.</p> <p>i. Licensee's Compliance with Laws. Licensee agrees that all activities with regard to the Licensed Software, Documentation, and Third-Party Software shall at all times comply with applicable laws and regulations.</p> <p>ii. Limitations of Use. Licensee may not use, copy, modify, or distribute the Licensed Software (electronically or otherwise), except as expressly authorized by Tyler, in the Agreement. Licensee’s License may not be transferred, leased, assigned, or sublicensed without Tyler’s prior written consent.</p> <p>iii. Object Code. The Licensed Software is provided in and shall be used in machine-readable object code form only. In no event does this license permit Licensee to reverse-compile or in any way reverse-engineer the Licensed Software object code into source code, translate or otherwise attempt to discover the underlying source code. More specifically, Licensee shall not (i) modify, disassemble, decompile, reverse engineer, or otherwise attempt to discover any source code or underlying ideas or algorithms of any component of the Licensed Software, nor permit any Third-Party to do so; (ii) copy the Licensed Software, or include the Licensed Software on any media that contains other software; (iii) post, publish or create derivative works based upon the Licensed Software, or (iv) remove</p>				

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	<p>Tyler’s name, copyright notice, any proprietary trade or service marks, notices, logo, or brand name or mark, from the Licensed Software, material or Documentation.</p> <p>d. Documentation. Documentation is provided solely to support Licensee’s authorized use of the Licensed Software. Licensee may not otherwise use, copy, modify, or distribute the Documentation.</p> <p>e. Proprietary Rights; Licensee's Obligations to Protect. The Licensed Software and Documentation contains proprietary and trade secret information of Tyler and Licensee agrees to keep such information strictly confidential.</p> <p>f. Additional Usage Restrictions. Licenses must be used in accordance with the parameters set forth in this Agreement, including limitations, conditions, and contractual covenants and obligations of Licensee. Licensee may not use or permit use of the Software or Documentation for more than the Licensee's current number of Concurrent Users as specified in the Purchase Order, as may be amended from time to time, and may not permit use of the Software by anyone other than Licensee's employees or users and (1) a Support Contractor, (2) Licensee's disaster recovery vendor, or (3) an Affiliate. A breach of any of the above provisions shall be a material breach of this Agreement, which may result in termination or cancellation of this Agreement.</p> <p>g. Use of Cookies. Most Licensed Software contains cookies. Tyler may use cookies for usage tracking purposes and statistical analysis, which helps Tyler to improve the Licensed Software by giving Tyler some insight into how the Licensed Software is being used. Please email support@tylertech.com for any further information on Tyler's use of cookies.</p> <p>h. Privacy. Licensee consents to such use of cookies and represents and warrants that it has provided adequate notice to all users of the Licensed Software of, and obtained their informed consent to, the use of cookies by the Licensed Software in accordance with applicable Privacy Laws. Licensee is responsible for providing appropriate information and obtaining any required consent from its users of the Licensed Software in accordance with applicable Privacy Laws prior to any Processing of Personal Information by and through the Licensed Software. Licensee will remain the controller of Personal Information it provides to Tyler and that it will not instruct Tyler to Process any such Personal Information in any way that will violate any applicable laws including Privacy Laws. Licensee warrants to Tyler that it will collect, use, transfer and otherwise Process any Personal Information collected by or through the Licensed Software or that Licensee discloses to Tyler under this Agreement in compliance with all applicable Privacy Laws.</p> <p>i. The Licensed Software is not designed to process or store (i) data protected under the Family Education Rights and Privacy Act (“FERPA”), (ii) data from Criminal Justice Information Services (CJIS), (iii) Protected Health Information (PHI) as defined by HIPAA or other state health privacy law, or (iv) other sensitive data (collectively, “Sensitive Data”), and by using the Licensed Software, Licensee acknowledges and agrees that Licensee is using the Licensed Software at Licensee’s own risk and that Licensee is solely responsible for data stored within or transmitted through the Licensed Software in any manner that is contrary to the uses for which the Licensed Software is designed and offered for use in this Agreement. If Licensee intends to use the Licensed Software to store or transmit Sensitive Data, then the Licensee and Tyler will expressly specify that use in the contract between the two parties and this clause will not be applicable.</p> <p>j. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THE LICENSE SET FORTH IN THIS SECTION REPRESENTS LICENSEE’S ONLY RIGHTS WITH RESPECT TO THE LICENSED SOFTWARE. ANY USE OF THE LICENSED SOFTWARE OUTSIDE THE SCOPE OF THE ABOVE-DESCRIBED LICENSES IS PROHIBITED.</p>				
	5. Mobile Applications				

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	<p>a. All Mobile Applications. Tyler may make certain Mobile Applications available to Licensee. The use of Mobile Applications either alone or in connection with the Licensed Software is governed by this Agreement.</p> <p>b. b. Additional Terms for iOS Mobile Applications. The Mobile Applications may be used on an iOS product that Licensee owns or controls and as permitted by the terms of use set forth in the App Store Terms of Service or set forth with the Mobile Application.</p> <p>6. Non-production Instances</p> <p>a. Test, Development, and Training Instance. Unless otherwise provided in the Purchase Order, Licensee may use the Licensed Software in a non-production environment solely for Licensee’s internal testing, development, and training purposes. Licensee’s installation and use of the Licensed Software for these purposes is limited to the same number of Concurrent Users as permitted under the Purchase Order and this Agreement. Any copies made of the Licensed Software or Documentation pursuant to this Section shall contain Tyler's proprietary and/or copyright notice(s).</p> <p>b. Support on Non-Production Instances. Support for non-production Instances of Licensed Software under a current maintenance plan will be limited to set up.</p> <p>7. Delivery and Acceptance</p> <p>a. Tyler will deliver to Licensee the current version of the Licensed Software as described in the agreed upon Purchase Order. Tyler will deliver the Licensed Software, Documentation and Updates via electronic transmission from the United States, FOB shipping point (as defined per the Uniform Commercial Code). Tyler shall have no obligation to maintain or to make any enhancements to the Licensed Software except as set forth in the agreed upon Purchase Order. Except for delivery of the Licensed Software and materials as provided in this paragraph, Tyler shall have no further or continuing obligations to Licensee under this Agreement, including any obligation concerning support, support services, training, installation, debugging, updates, enhancements, or any further services whatsoever.</p> <p>b. Tyler will use commercially reasonable efforts to ensure delivery of the Licensed Software is in accordance with the delivery schedule outlined in the Purchase Order. Tyler is not responsible for delays caused by events beyond its reasonable control or delays caused by or related to Licensee or its failure to meet its obligations under this Agreement. Licensee hereby agrees that installation of the Licensed Software constitutes acceptance.</p> <p>8. Licensee Responsibilities</p> <p>a. Licensee acknowledges that data conversion is subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, that may give rise to loss or damage. Tyler shall not be liable to Licensee or its Affiliates for any such errors, omissions, delays, or losses, unless caused by the willful misconduct of Tyler’s employees. Licensee is responsible for adopting reasonable measures to limit the impact of such problems, including, but not limited to, backing up data, and adopting procedures to ensure the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data.</p> <p>b. In addition, Licensee is responsible for the following actions:</p>				

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	<ul style="list-style-type: none"> w. "Mobile Application" means Licensed Software or Licensed Software functionality which can be used on mobile phones, tablets, and other portable devices. x. "Partner" means an entity with whom Tyler has an independent contractor business relationship such as a reseller or supplier of software and/or services. In this context, the term "partner" shall not imply any legal or statutory partnership concepts. y. "Permitted Use" means that Licensee may not use the Licensed Software to process accounts or records or to generate output data for the direct benefit of, or for purposes of rendering services to, any other governmental department or agency, or business entities or organizations; provided, however, if Licensee is an authorized partner or reseller with written consent from Tyler, Licensee may sublicense to a Government Licensee. z. "Personal Information" means any information (including information forming part of a database), about an individual data subject whose identity is apparent, or can reasonably be ascertained from the information, that is disclosed by one party to this Agreement to another, including, without limitation, Sensitive Data (if applicable). aa. "Platform as a Service" or "PaaS" means those services provided under IaaS in either a shared or dedicated environment including Licensed Software without Configuration. bb. "Privacy Laws" means statutes, regulations and any other enforceable laws, codes, or guidelines regulating the collection, use, disclosure and/or free movement of Personal Information that applies to any of the Parties or to this Agreement. cc. "Process" or "Processing" means any operation or set of operations performed upon Personal Information, whether or not by automatic means, including collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination and deletion of Personal Information. dd. "Professional Services" means, collectively, any consulting or training services provided by Tyler and as further delineated in Section D. ee. "Purchase Order" means, the document with signature lines that references a Quote or defines the business terms, Support, Licensed Software, Maintenance, and/or Professional Services, and which may include an SOW. ff. "Quote" means an estimate provided by Tyler for the Licensed Software, Annual Support and Maintenance, and/or Professional Services. gg. "Software as a Service" or "SaaS" means those services provided under PaaS in either a shared or dedicated environment including Licensed Software with Configuration. hh. "SOW" means statement of work, work order or any other document authorizing Professional Services (excluding purchase orders), executed by Licensee or by both Parties. ii. "Support Contractor" means a Third-Party with whom Licensee has contracted to install, maintain, host, or operate the Licensed Software for and on behalf of Licensee subject to the terms and conditions of this Agreement. Licensee must provide written notice to Tyler identifying any Support Contractor that is given access to the Licensed Software. jj. "Third-Party Software" includes any software not owned by Tyler that may be a tool, development aid, or other type of software that accompanies or has been used as a tool in the production, compilation, or development of the Licensed Software provided under this Agreement. kk. "Updates" means any modifications or other changes to the Licensed Software, including but not limited to new releases thereof, which Tyler makes generally available to its clients and that are identified by a new release number. The terms and conditions governing Updates are set forth in Section C. 				

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	<p>ll. "Upgrades" means a platform level change, which is a more significant enhancement or development effort than an Update. Upgrades are made available to clients or Licensee for a supplemental fee.</p> <p>mm. "U.S. Government Licensee" means the U.S. government, a U.S. government agency or entity, or an authorized non-governmental organization acting on behalf of the U.S. Government or a U.S. government agency or entity."</p> <p>2. Fees and Other Charges</p> <p>a. License Fees. Unless otherwise provided herein, Licensee agrees to pay the License Fees for the Licensed Software within 30 days following delivery of the Licensed Software. If additional License Fees are specified for the Licensed Software, a modification, purchase order or Agreement modification may be issued to purchase such additional licenses. Licensed Software payments are final. Except for US Government Licensees, Tyler reserves the right to suspend the License Grant if Licensee fails to pay License Fees due in accordance with this Agreement. For IaaS, SaaS, or PaaS Licenses, the first invoice will be for either the first twelve months of the License Period or the portion thereof to correspond with the term for other term products, at Tyler's option. For IaaS, SaaS, or PaaS License renewals, Tyler will invoice approximately thirty (30) days in advance of the expiration of the current term or the end of the current billing period. IaaS, SaaS, or PaaS License Fees after the first year and for any renewals will be due and payable thirty (30) days from the invoice date.</p> <p>b. License Fee Exclusions. Perpetual License Fees do not include Maintenance and Support Services and no License Grant includes Professional Services, travel and living expenses for installation and training, file conversion costs, optional products and services or other consulting services requested by Licensee, or the costs of any recommended hardware or Third-Party Software.</p> <p>c. Standard Maintenance and Support. In order for Tyler to provide software support for perpetual licenses, Licensee must purchase annual Maintenance and Support Services as specified in the Purchase Order. Tyler shall have no responsibility to maintain the perpetual Licensed Software unless Licensee purchases Maintenance and Support Services provided by Tyler. In the event that Licensee requests Maintenance and Support Services that are beyond the scope of this Agreement, as stated in Section C, such services will be deemed as Professional Services and Tyler may provide such Professional Services at its then-current rates for services or expenses. Unless otherwise set forth in a Purchase Order, Tyler will invoice Licensee annually in advance for the first standard Maintenance and Support Services payment, which is payable within thirty (30) days after execution of the Purchase Order. Tyler will invoice Licensee for subsequent annual Maintenance and Support Services payments prior to the start of each next maintenance period, payable within thirty (30) days of invoice date.</p> <p>d. Late Charges. With respect to late payments, the parties will abide by the Prompt Payment Act, 31 USC 3901-3907 for U.S. Government Licensees. For all other Licensees, Tyler may charge interest at the rate of one and one-half percent (1½%) per month, eighteen percent (18%) per annum, or at the highest rate allowed by law, whichever is less, from the date due until paid. Tyler may suspend Licenses, Maintenance and Support Services, Professional Services or other performance if Licensee fails to make full payment of any undisputed amount owed under this Agreement within ten (10) days after written notice from Tyler. For U.S. Government Licensees, Tyler shall not charge interest for a late payment; however, Tyler reserves its right to pursue equitable adjustment claim in accordance with the Contracts Dispute Act if the Government fails to make payment in accordance with the Prompt Payment Act.</p> <p>e. Professional Services. Tyler will submit an invoice for Professional Services upon completion of all Professional Services performed in a given month in accordance with the Statement of Work. All Professional Services invoices are payable within thirty (30) days after invoice date.</p>				

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	<p>f. Payment. Payments to Tyler can be either mailed to: Tyler, Attn: Accounts Receivable, 12901 Worldgate Drive, Suite 800, Herndon, VA 20170; or can be electronically made through Electronic Funds Transfer to the bank information under "ACH Payment Information" as delineated in the Purchase Order. All fees and other charges referred to in the Agreement will be paid in US Dollars. All payments made under this Agreement are non-refundable, except as specifically provided in this Agreement.</p> <p>g. Disputed Invoices. Licensee will notify Tyler within fifteen (15) days after the date of an invoice if there is a dispute about that invoice. Tyler will work in good faith with Licensee to promptly correct errors or resolve disputes. Licensee shall pay the undisputed portion of the invoice in full when due and notify Tyler in writing as to the nature and substance of any disputed portion.</p> <p>h. Taxes. Fees, costs and expenses described in this Agreement do not include any sales, use, personal property, duty, levy or similar government charge, value added or goods/services taxes. Tyler may list applicable taxes as separate items on Licensee's invoice, and Licensee shall be responsible to pay or reimburse Tyler for all taxes (other than taxes based on Tyler's income). If withholding taxes are imposed by any foreign government, Licensee shall remit such withholding taxes in accordance with applicable law, gross up the applicable payment amounts to ensure that Tyler receives the full amount of fees invoiced, and provide Tyler with evidence of withholding, if applicable. Tyler may invoice taxes unless Licensee has provided adequate evidence of exemption upon execution of this Agreement. (Note: Licensee is not permitted to resell the Software, so a resale certificate does not qualify as a tax exemption certificate unless specifically agreed in this Agreement or unless Licensee has a separate reseller agreement with Tyler.) Tyler shall not issue credits for taxes billed before Licensee provides evidence of a valid exemption. Licensee shall be liable to Tyler for any costs, fees and taxes that Tyler incurs due to any invalid tax exemption claimed by Licensee.</p> <p>3. Warranty</p> <p>a. WARRANTY. EXCEPT AS SET FORTH IN THE AGREEMENT OR AN SOW, THE LICENSED SOFTWARE, MAINTENANCE AND SUPPORT SERVICES AND PROFESSIONAL SERVICES RELATED THERETO ARE PROVIDED "AS IS", WITH ALL FAULTS, AND TYLER DISCLAIMS ALL WARRANTIES OF ANY KIND. EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, QUALITY, PERFORMANCE, SYSTEMS INTEGRATION, EFFORTS, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE SOLE AND EXCLUSIVE REMEDY FOR THIS WARRANTY SHALL BE RE-PERFORMANCE OF SERVICES.</p> <p>4. Limitation of Liability</p> <p>a. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE CUMULATIVE LIABILITY OF TYLER TO LICENSEE FOR ALL CLAIMS RELATING TO THE AGREEMENT, LICENSED SOFTWARE AND ANY SERVICES RENDERED HEREUNDER, IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO TYLER FOR THE RELEVANT LICENSED SOFTWARE OR SERVICES WITHIN THE PRIOR 12-MONTH PERIOD.</p> <p>b. EXCEPT FOR LICENSEE'S VIOLATION OF THE TERMS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER (WHETHER IN TORT OR CONTRACT) FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO LOST DATA, AND LOST PROFITS, LOST OPPORTUNITY COSTS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.</p> <p>5. Indemnification</p>				

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	<p>a. If a Third-Party claims that the Licensed Software infringes any U.S. copyright, trademark, or trade secret (a "Claim"), Tyler will (as long as Licensee is not in default under this Agreement or any other agreement with Tyler) defend Licensee against such Claim at Tyler's expense and pay all damages that is fully adjudicated and finally awarded; provided, however, that Licensee (i) promptly notifies Tyler in writing of the claim, (ii) allows Tyler sole control of any defense or settlement of the Claim; (iii) reasonably cooperates with Tyler in, the defense or any related settlement negotiations; and (iv) Licensee complies with Tyler's direction to cease using any Software that in Tyler's reasonable judgment may be ruled to cause an infringement of a Third-Party's Intellectual Property Rights.</p> <p>b. If a temporary or a final injunction is obtained against Licensee's use of the Licensed Software or Documentation by reason of an infringement or misappropriation or if Tyler believes such an injunction is likely, Tyler may, at its option, (i) secure for Licensee the right to continue to use the Licensed Software; (ii) modify or replace the Licensed Software so it is non-infringing; or (iii) if neither of the foregoing options is available in Tyler's sole judgment, require Licensee to return the Licensed Software and refund any License Fees prepaid for the Licensed Software for future use.</p> <p>c. Tyler shall have no liability to Licensee to the extent that any infringement action or claim is based upon or arises out of (1) Third-Party Software, (2) modification of the Software or Documentation by Tyler according to Licensee's specifications, (3) modification of the Software or Documentation by Licensee or any Third-Party or the use of the Software or Documentation or any portion thereof in combination with any other equipment or software, (4) Licensee's failure to use the most recent version of the Software supplied by Tyler, (5) Licensee's failure to comply with Tyler's direction to cease any activity that in Tyler's reasonable judgment may be ruled to cause an infringement of a Third-Party's Intellectual Property Rights, or (6) Licensee's use of the Software or Documentation that is not strictly in accordance with the terms of this Agreement.</p> <p>d. THIS SECTION STATES TYLER'S ENTIRE AND EXCLUSIVE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.</p> <p>6. Default Should Licensee fail to pay any fees or charges due hereunder, or fail to carry out any other obligation under this Agreement or any other agreement with Tyler, Tyler may, at its option, pursue remedy in accordance with the Contract Disputes Act, 41 USC 601-613 if Licensee is a U.S. Government Licensee. If Licensee is a commercial entity or Government Licensee, Tyler may, at its option, pursue remedy as afforded to it, whether in law or equity, under the laws of the state set forth in Section B11 (Governing Law).</p> <p>7. Termination; Survival</p> <p>a. Termination. Either Party may terminate this Agreement for a material default by providing the other Party with thirty (30) days prior written notice, if such default is not cured in such notice period.</p> <p>b. Effect of Termination. In the event of a termination, Licensee's right to use the Licensed Software as set forth in Section A4 shall terminate in its entirety and shall not survive termination. Upon termination of this Agreement, or upon expiration of the License Period (if applicable), Licensee's License will terminate and Licensee shall be required to cease all use of the Licensed Software and Documentation, and return or certify destruction, as requested by Tyler, all copies of the Licensed Software and Documentation (including any training materials) in Licensee's possession (whether modified or unmodified) and all other materials pertaining to the Licensed Software, including all copies thereof. Licensee acknowledges that following the expiration or termination of a SaaS, IaaS or PaaS License, any data that is retained in formats only readable by</p>				

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	<p>the Software will not be accessible. Termination of any License shall not relieve Licensee of its obligations to pay any amounts then due Tyler and shall not entitle Licensee to a refund of any amounts paid under this Agreement, except as otherwise specified herein.</p> <p>c. Survival. The following sections shall survive termination of this Agreement: Sections A1 (Origin of Licensed Software) and A2 (Ownership of Licensed Software or Third-Party Software), Section A3 (Third-Party Software), Section A9 (Audit Rights), Section B2 (Fees and Other Charges), B4 (Limitation of Liability), Section B6 (Default), Section B7(b) (Effect of Termination) and Section B7(c) (Survival); Section B9 (Confidentiality and Non-Disclosure), Section B10 (Notices), Section B11 (Governing Law), Section B12 (Dispute Resolution), Section B13 (Non-Solicitation), Section B16 (Modifications and Waiver), Section B18 (Commercial Computer Software), Section B19 (Compliance with Law), and Section B20 (Export Control).</p> <p>8. Publicity, Marketing and User Satisfaction Licensee agrees to be included on a list of Tyler clients as a reference. Furthermore, Licensee hereby authorizes Tyler to use its name, including the name of any related project for which the Licensed Software will be used to support, in a press release relating to the sale of Licensed Software, Maintenance and Support Services, and Professional Services hereunder. Tyler shall allow Licensee to review, modify, and authorize, as reasonably necessary, such press release prior to its publication. Licensee agrees that Tyler may send partner satisfaction surveys directly to government and commercial users of the Licensed Software for purposes of understanding user feedback and enhancing the Licensed Software to better serve customers/licensees.</p> <p>9. Confidentiality and Non-disclosure</p> <p>a. "Confidential Information" means any information which one party ("Disclosing Party") provides, either directly or indirectly, to the other ("Receiving Party") in connection with this Agreement, including the Licensed Software and Personal Information, or information related to the business of the Disclosing Party that (1) if in tangible form, is clearly marked at the time of disclosure as being confidential, or (2) if disclosed orally or visually, is designated at the time of disclosure as confidential, or (3) is reasonably understood to be confidential or proprietary information, whether or not marked.</p> <p>b. Except as required by applicable law, as amended, confidential information will be protected and held in confidence by the Receiving Party and will be used only for the purposes of this Agreement. Disclosure of the Confidential Information will be restricted to the Receiving Party's affiliates, employees, contractors, Consultants and business partners on a "need to know" basis, provided that they are bound by written confidentiality obligations no less stringent than those in this Agreement prior to any disclosure. Confidential Information does not include information that (1) is already known to Receiving Party at the time of disclosure, (2) is or becomes publicly known through no wrongful act or failure of the Receiving Party, (3) is independently developed by Receiving Party without benefit of Disclosing Party's Confidential Information, or (4) is received from a Third-Party which is not under and does not thereby breach an obligation of confidentiality.</p> <p>c. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials of similar kind, but in no event with less than a reasonable standard of care. A Receiving Party may disclose Confidential Information to the extent required by law, provided that the party required to disclose the Confidential Information provides the original Disclosing Party with notice as soon as reasonably practicable to allow the Disclosing Party an opportunity to respond to such requirement and provided further that such disclosure does not relieve Receiving Party of its confidentiality obligations with respect to any other party. These confidentiality restrictions and obligations will remain in effect until the information ceases to be Confidential Information.</p>				

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	<p>d. Upon the request of Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all copies of the Confidential Information, and any documents derived from the Confidential Information, or at the Disclosing Party's option, shall certify in writing that all copies of the Confidential Information and derivative documents have been destroyed. This obligation to return or destroy materials or copies thereof does not extend to automatically generated computer back-up or archival copies generated in the ordinary course of Receiving Party's information systems procedures, provided that Receiving Party shall make no further use of Confidential Information contained in those copies.</p> <p>e. Prior to disclosing or delivering any Confidential Information that is subject to restrictions under Privacy Laws or export control laws and regulations, including without limitation any restrictions, laws or regulations that will apply to the transfer by Tyler of the Confidential Information to any of its affiliates, employees, contractors and alliance partners located anywhere in the world ("Restricted Data"), Licensee shall identify to Tyler in writing such Restricted Data. Tyler may add a surcharge to cover additional costs of handling Restricted Data.</p> <p>10. Notices All notices or other communications required to be given hereunder shall be in writing and delivered either personally, by U.S. mail or electronic mail to the address set forth in the Purchase Order. Notices delivered personally shall be effective upon delivery and notices delivered by U.S. mail shall be sent certified, return receipt requested, postage prepaid, and addressed as provided in this Agreement and will be effective upon their receipt by the party to whom they are addressed. Notices delivered by electronic mail shall be deemed received during the first business hour following receipt.</p> <p>11. Governing Law a. This Agreement shall be governed by the laws of the Commonwealth of Virginia, U.S.A., without regard to any conflicts of laws provisions; provided, however, for U.S. Government Licensees, the Agreement shall be governed by applicable U.S. federal law, without regard to any conflicts of law provisions.</p> <p>12. Dispute Resolution. a. Informal Dispute Resolution. In the event of any Dispute arising from or relating to this Agreement, the parties hereto shall endeavor to use reasonable efforts to settle the Dispute. To this effect, the management-level representative from each party shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the management-level representatives are unable to reach such solution within thirty (30) days of the commencement of such negotiations, then the Dispute will be referred to executive-level representatives of each party for an additional thirty (30) day period of negotiation. b. Arbitration. The arbitrator shall award appropriate fees and costs to the prevailing party. If it becomes necessary for either party to compel arbitration or to enforce an arbitration award, that party may bring an action in any court of competent jurisdiction and the prevailing party will be entitled to recover from the other party its costs and expenses, including court costs and reasonable attorneys' fees (including allocable costs of in-house counsel). The arbitration and all related proceedings and discovery will take place pursuant to a protective order entered by the arbitrator that protects the confidential nature of the parties' proprietary and confidential information. No arbitration award may provide a remedy beyond those permitted under this Agreement, and any award providing a remedy not permitted under this Agreement will not be valid and will be vacated. No Dispute may be brought as a class action, and neither party may act as a class representative or participate as a member of a class of claimants with respect to any Dispute. BOTH PARTIES HEREBY WAIVE ALL RIGHT OR ENTITLEMENT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT ARISES OUT OF OR RELATES IN ANY WAY TO THIS AGREEMENT.</p>				

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	<p>c. Litigation Rights. Either party may, without waiving any remedy under this Agreement, seek temporary or permanent injunctive relief including without limitation equitable relief from any court of competent jurisdiction to protect its Confidential Information, non-solicitation rights, License rights and Intellectual Property Rights, regardless of the arbitration requirements. Tyler reserves the right to pursue legal action in a court of competent jurisdiction to compel payment due hereunder and, in such a case, Tyler shall be entitled to recover its costs and reasonable attorneys' fees, regardless of the arbitration requirements.</p> <p>13. Non-Solicitation. During the term of the Agreement and until one year after termination of the Agreement, neither party shall solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have had direct involvement with the Licensed Software, Maintenance and Support Services or Professional Services, without the other party's express written consent. However, neither party will be precluded from hiring any employee of the other party who responds to any public notice or advertisement of an employment opportunity, provided that the hiring party did not directly solicit the employee.</p> <p>14. Independent Contractor. Each party is at all times acting as an independent contractor under this Agreement and not as an agent, employee, joint venturer or partner of the other.</p> <p>15. Partner Transactions. Where Licensee acquires Licensed Software or receives maintenance, support or services from a Partner, any specific term regarding warranty, maintenance and/or services, as applicable, may be contracted directly between Licensee and that Partner and conflicting terms of this Agreement shall not apply to such Licensed Software, maintenance, support or services.</p> <p>16. Modifications and Waivers This Agreement may not be modified or otherwise amended except by a writing signed by authorized representatives of both parties. A waiver or modification by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing.</p> <p>17. Force Majeure Neither party shall be liable for any failure to perform, loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, terrorism, labor stoppage, war or military hostilities, communications failures, power outages, or inability of carriers to make scheduled deliveries, to the extent occurring outside the reasonable control and without the fault or negligence of the affected party.</p> <p>18. Commercial Computer Software The Licensed Software provided under this Agreement is commercial computer software developed exclusively at private expense. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19 (c) or other agency data rights provisions, as may be</p>				

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	<p>applicable. Use, duplication and disclosure by DOD agencies is subject solely to the terms of standard software License Agreement as stated in DFARS 227.7202. "Unpublished-All rights reserved under the Copyright Laws of the United States".</p> <p>19. Compliance With Law</p> <ul style="list-style-type: none"> a. Licensee will use the Licensed Software Maintenance and Support Services and Professional Services in compliance with any laws, enactments, regulations, collective labor agreements, orders, standards and other similar instruments that might be applicable to Licensee. b. Licensee will obtain all necessary approvals, authorizations, or other consents, and will maintain any registrations, requirements, mandatory procedures or similar obligations that may be applicable to Licensee. c. Licensee shall be responsible to Tyler for any costs, loss or damage Tyler incurs as a direct or indirect result of Licensee's breach of this Section or Licensee's failure to comply with laws. <p>20. Export Control</p> <ul style="list-style-type: none"> a. Licensed Software and Documentation furnished under this Agreement may be controlled for export purposes under the International Traffic in Arms Regulations ("ITAR") controlled by the U.S. Department of State or the Export Administration Regulations ("EAR") controlled by the U.S. Department of Commerce. ITAR controlled technology may not be exported without prior written authorization and certain EAR technology requires a prior license depending upon its categorization, destination, end-user and end-use. b. Each Party agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. § 2751-2794, the ITAR 22 C.F.R. § 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the EAR, 15 C.F.R. § 730-774; including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, the receiving Party agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons (as defined by the ITAR) employed by or associated with, or under contract to the such receiving Party or its respective lower-tier suppliers, without the disclosing Party's prior approval and the authority of an export license, agreement, or applicable exemption or exception. c. Each Party will promptly notify the other if it is or becomes, listed in any Denied Parties List or its export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency. <p>21. Entire Agreement.</p> <ul style="list-style-type: none"> a. The Agreement is the entire agreement between Licensee and Tyler relating to the specific Licensed Software or services provided hereunder and supersedes all prior or contemporaneous oral or written communications, proposals and representations relating to that transaction. Any purchase order or other document issued by the Licensee will be for administrative purposes only and any such terms will not alter or supplement this Agreement. <p>22. Assignment.</p> <p>Licensee may not in whole or part, assign, transfer, novate, subcontract or sublicense the Agreement or any right or obligation under it, and any assignment made in violation of this provision shall be invalid.</p>				

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<p>23. Severability. If any provision of this Agreement is illegal or unenforceable in any jurisdiction, that provision shall remain effective with respect to any jurisdiction in which it is legal and enforceable, and the remainder of this Agreement will remain valid and enforceable anywhere.</p> <p>Section C: Standard Maintenance and Support Maintenance</p> <p>1. During any period for which Licensee has made the required standard maintenance and support payment, Licensee shall be entitled to receive the following from Tyler:</p> <ul style="list-style-type: none"> a. Updates (as described below); b. Defect Correction (as described below); and c. Telephone Support (as determined by the specific support plan located in the Purchase Order or maintenance invoice, and as further described below). <p>2. Lapse in Maintenance and Support. Subject to Licensee’s payment of the annual standard maintenance and support fee, Tyler agrees to provide annual standard maintenance and support, as described in this Section C. In the event that Licensee allows its payment for standard maintenance and support to lapse, Tyler may charge (at its discretion) a reinstatement fee equal to \$5,000 in addition to all past due maintenance and support fees. A “lapse” as used herein means any period of time that occurs after the standard maintenance and support period has expired.</p> <p>3. Updates. Tyler shall provide Licensee all Updates, modifications, improvements, enhancements, extensions, and other changes to the Licensed Software which are generally made available, at no additional charge, to other Licensed Software customers of Tyler.</p> <p>4. Defect Correction</p> <ul style="list-style-type: none"> a. Licensee shall report suspected Defects in the Licensed Software to Tyler using the Tyler hotline or the Internet and shall document the suspected Defect. If the Defect is confirmed, Tyler shall use commercially reasonable efforts to provide a Correction to Licensee. b. Tyler shall not be responsible for Defect Correction in any version of the Licensed Software other than the most recent release of the Licensed Software, provided that Tyler shall continue to support prior Licensed Software releases for a period of not more than six months after the most recent release. c. Tyler reserves the right to decline Licensee maintenance/support requests that could be resolved by reference to the Documentation or implementation of Corrections, or that arise from Licensee's negligence, Misuse of the Licensed Software, or issues relating to Third-Party equipment. d. Licensee will take all reasonable steps to carry out procedures for the Correction of Defects or implementation of Corrections and Updates provided by Tyler within a reasonable time after such procedures have been received. 					

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	<p>5. Telephone Support. Tyler shall provide telephone support for Licensee to report problems and to seek assistance in the use of the Licensed Software. Tyler provides telephone support from 7AM to 8PM Eastern Time, Monday through Friday. Upon receipt of the initial call Tyler will provide a maintenance call identification number. Tyler shall return support calls within a commercially reasonable time, normally one (1) business hour, after receipt of Licensee’s call. During this call back, Tyler will employ commercially reasonable efforts to either resolve the problem or provide Licensee with an identification of the level of severity of the problem, and an estimated completion time for resolution of the problem.</p> <p>6. Major Defect. When Licensee reports a Major Defect to Tyler using the Tyler hotline, Tyler shall proceed with diligent and sustained effort to (i) recreate and verify such defect, and then employ reasonable commercial efforts to correct such Major Defect and (ii) unless the Major Defect is corrected within forty-eight business hours of Tyler’s receipt of Licensee’s report thereof (or such longer period as Licensee may agree), implement a temporary solution to avoid or significantly minimize the impact of the Major Defect on the operation of the Licensed Software until the Major Defect is corrected.</p> <p>7. Minor Defect. When Licensee reports a Minor Defect to Tyler using the Tyler hotline, Tyler shall within a commercially reasonable time initiate efforts to (i) recreate and correct such Minor Defect within a reasonable time and (ii) suggest solutions to avoid and minimize the impact of the Minor Defect on the operation of the Licensed Software until the Minor Defect is corrected.</p> <p>8. Documentation. Tyler will provide to Licensee, at Tyler’s option, either in hard copy or by electronic media updated Documentation for any Updates, Corrections, modifications, improvements, or enhancements to the Licensed Software.</p> <p>9. Supported Versions. Tyler shall not be responsible for correcting Major Defects or Minor Defects in any version of the Licensed Software other than the most recent release of the Licensed Software. Tyler shall continue to support prior releases superseded by recent releases for a reasonable period sufficient to allow Licensee to implement the newest release.</p> <p>10. Licensee Responsibilities. Tyler shall not be obligated (i) to provide telephone assistance (beyond an initial telephone call) or consulting time relating to problems, errors or malfunctions caused by (A) malfunction of Licensee’s Equipment, (B) software not licensed pursuant to this Agreement, (C) Misuse, or (D) any other cause not reasonably attributable to Tyler; (ii) to provide extensive training that would normally be provided in formal training classes; or (iii) to perform Professional Services that would normally be provided at Licensee’s business location.</p> <p>11. Excluded Items.</p>				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>In addition to the items listed in Section 10 above and the other provisions of this Agreement:</p> <p>a. Tyler's maintenance/support obligations shall not include:</p> <ul style="list-style-type: none"> I. development or support for any Licensed Software customizations or custom reports; II. database schema changes, or supporting application program interfaces ("APIs") not provided or approved by Tyler; III. supporting hosting providers not certified by Tyler; or IV. Tyler University's training guides e-learning modules, training kits, "train the trainer" programs or other learning resources provided by Tyler. <p>b. If Tyler notifies Licensee that an issue for which Licensee has requested maintenance is not covered, Tyler will work with Licensee to develop a mutually agreed SOW or Quote (as applicable) under which Tyler will perform such services at Tyler's then-current rates.</p> <p>Section D: Professional Services Terms and Conditions</p> <ol style="list-style-type: none"> 1. Professional Services. Tyler shall provide Professional Services when mutually agreed in an SOW or Quote (as applicable). Any staff or personnel provided by Tyler to provide the Professional Services under an SOW or Quote (as applicable) are referred to as "Consultants". 2. Project Management. Licensee shall provide Tyler in writing, the names and contact information for an individual to authorize SOWs, receive progress reports and address problems that may arise in connection with the Professional Services (the "Project Manager"). 3. Work on Licensee's Premises. Tyler shall require its Consultants to observe the reasonable security, safety and other policies of the Licensee incorporated into the Agreement while such Consultants are on Licensee's premises, provided that Licensee provides Tyler with reasonable advance written notice of those policies. 4. Licensee's Cooperation. Tyler's performance depends upon Licensee's timely and effective cooperation in connection with the Professional Services, including providing Tyler with reasonable facilities, timely and sufficient access to appropriate data, information, and appropriately skilled Licensee personnel, and prompt responses to questions and requests. Tyler will not be liable for any failure or delays in performing the Professional Services to the extent that the failure or delay is caused by Licensee's failure to cooperate. Tyler may rely upon the accuracy and completeness of data, material, and other information furnished by Licensee, without any independent investigation or verification. 5. Statement of Work. 					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>All work performed by Tyler will be documented in the Agreement. The Agreement shall establish the general nature of the work to be performed, the number of Consultants to be assigned, the estimated duration of the Professional Services, the approximate number of hours, and the applicable hourly rate or fee.</p> <p>6. Change Orders. Either party may propose changes in the scope of the Agreement, but neither party will be bound by any proposed change until both parties have agreed to that change in writing (a "Change Order").</p> <p>7. Scheduling. Tyler will try to accommodate schedule requests of Licensee to the extent commercially practicable. Tyler reserves the right to change such schedule due to unavailability of assigned Consultants due to causes beyond Tyler's reasonable control. Tyler will make commercially reasonable efforts to replace any such Consultant within a reasonable time to limit impact on the schedule.</p> <p>8. Changes to SOWs. Changes to the SOW require thirty (30) days' advance written notice ("Notice Period") to other party and mutual agreement. Upon mutually agreed cancellation of an SOW in progress, Licensee will pay all fees and expenses for work performed through the effective cancellation date (partially completed fixed fee engagements will be prorated) as well as reasonable costs directly related to Licensee's cancellation. If Licensee requests to modify an SOW with less than the Notice Period, Licensee will also pay a fee equal to the total daily rates for Consultants assigned to the SOW for every day that the actual notice was less than the Notice Period.</p> <p>9. Fees and Expenses. Unless otherwise provided in the Agreement, Licensee shall pay Tyler on a time and materials basis at Tyler's then-current rates. Hourly rates or fees for Professional Services performed shall be set forth in the Agreement. Unless otherwise agreed in writing in the Agreement, the minimum labor charge for any single day is eight hours. This previous sentence shall not apply to U.S. Government Licensees purchasing Services under the GSA MAS contract. Billable amounts incurred in excess of eight hours per day will be billed at the standard hourly rate. Estimated fees for Professional Services under this Agreement do not include travel or other expenses. Licensee agrees to reimburse Tyler for and will be invoiced for all travel and other expenses. Unless otherwise set forth in the Agreement, out-of-pocket expenses will be reimbursed on a pass-through basis based on the cost paid or invoiced at the time of purchase, which includes airfare, ground transportation, lodging, meals and incidentals. Licensee agrees that Tyler will not provide a credit for or reimbursement to Licensee for discounts or other benefits that are a result of travel service provider relationships.</p> <p>10. Acceptance of Deliverables. The process for accepting each deliverable under the Agreement and this Section D will be in accordance with the following:</p> <ol style="list-style-type: none"> a. Tyler will submit all deliverables other than software in writing. b. Licensee will have a period of 10 business days to respond to the submitted deliverable with any requested changes. c. Within 10 business days of the requested changes Tyler will resubmit the deliverable. 				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>d. Licensee will then have 10 business days to accept the resubmitted deliverable. If Licensee does not find it acceptable the above process will continue.</p> <p>e. If Licensee does not respond within the intervals outlined above the submitted deliverable will be considered accepted by Licensee.</p> <p>Updated 01/10/24</p>					

Pricing

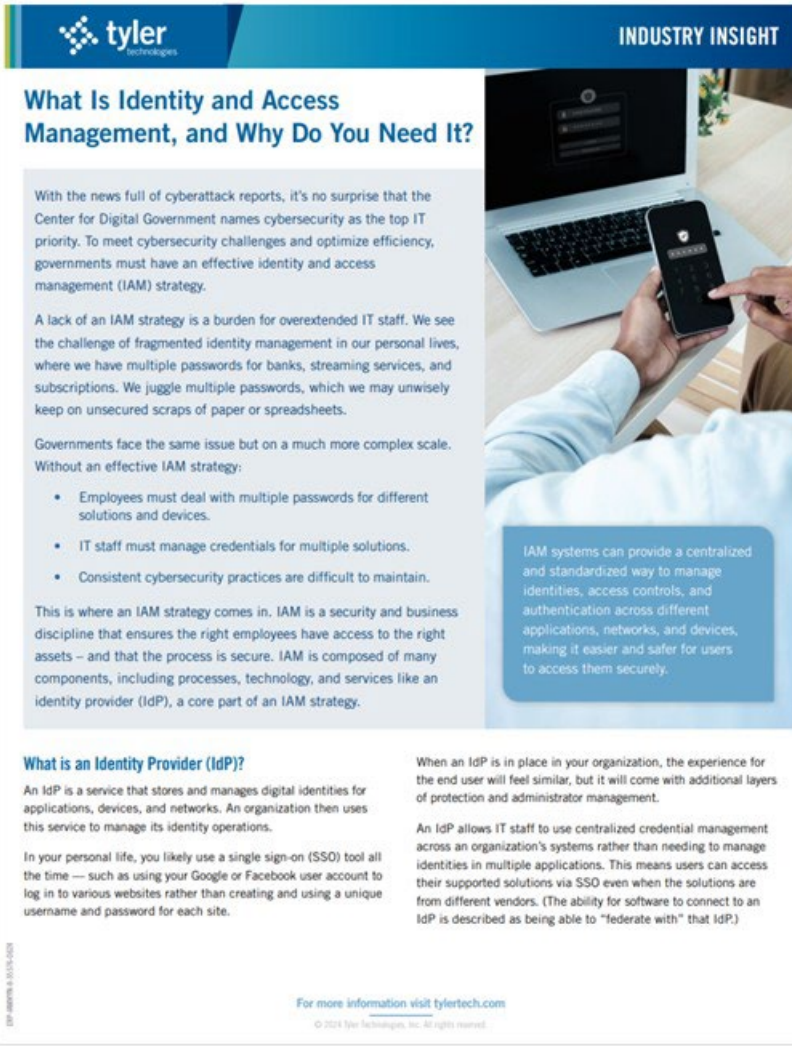
Product Name	Product Description
Application Platform - General Case Management	
Application Platform: 1 Year Term	<p>The Application Platform is a low-code application development platform purpose built for case management for the public sector. Foundationally, developers and users gain fine grain control over configuration, upgrade path and user experience associated with applications and products built. All data elements required by stakeholders, as well as policy modeling, can be taken into account along with the types of cases and projects to be handled in addition to basic reporting capabilities, document/file retention and help.</p> <p>\$29,717.19/year</p>
Application Platform: 1 Year Term, 1 Concurrent User (5 minimum concurrent users)	<p>A concurrent user license for the Application Platform, a low-code application development platform purpose built for case management for the public sector.</p> <p>\$3,580.31/year per user</p>
Application Platform, Direct Scan Module: 1 Year Term, 1 Concurrent User (5 minimum concurrent users)	<p>Direct Scan module scans and saves paper documents, faxes, and emails directly to the system.</p> <p>\$2,167.19/year per user</p>
Application Platform, Document Management Module: 1 Year Term, 1 Concurrent User (5 minimum concurrent users)	<p>Document Management module lets users store, retrieve, and preview documents, presentations, and spreadsheets as well as images, video, and audio.</p> <p>\$4,334.38/year per user</p>

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
Application Platform, Access Module: 1 Year Term, 1 Concurrent User (5 minimum concurrent users)	Extends the capabilities of the Application Platform allowing external users with an electronic submission module. Regulated by permissions, constituents may: initiate processes on their own, electronically file records, request information, submit related documents, respond to inquiries and check the status of their records. Concurrent Users must match Platform Concurrent Users for pricing; however, the portal allows unlimited concurrent users.				
	\$3,325.00/year per user				
Application Platform, Mobile Module: 1 Year Term, 1 Named User (5 minimum named users)	An option for Application Platform or Application Platform Plus. Harnesses a mobile devices' capabilities and align them to the needs of the frontline agency user, providing a workflow tool that collects rich information, travels offline with the user wherever they go, and enables them to complete their work from the palm of their hand integrated with the Application Platform.				
	\$1,425.00/year per user				
Application Platform Analytics: 1 Year Term, 1 Concurrent User (5 minimum concurrent users)	An option for Application Platform or Application Platform Plus). The Application Platform analytics supports accountability and transparency by allowing you to drill down into your results and create visualizations to help you understand, use, and share your data.				
	\$2,760.94/year per user				
Data Collect Mobile: 1 Year Term, 1 Named User (5 minimum named users)	Data Collection Mobile offers the ability to harness a mobile devices' capabilities and align them to the needs of the frontline agency user, providing a workflow tool that collects rich information, travels offline with the user wherever they go, and enables them to complete their work from the palm of their hand. Integration with non-Tyler systems is possible.				
	\$1,235.00/year per user				
Tyler Interactive Reporting for the Application Platform: 1 Year Term, 1 Named User (10 minimum named users)	A self-service data exploration environment preconfigured with interactive reports that surface operational performance insights from fixed datasets of the system's case management data.				
	\$9,500.00/year per user				
State Regulatory Platform Suite					
State Inspection Application: 1 Year Term	The State Inspections application is ideal for regulatory agencies, boards, and commissions wanting to streamline and document the inspection process. From inspectors and compliance officers to team members processing applications and handling scheduling, the application's role-based functionality streamlines the back-office portion of the inspection process.				
	\$15,000.00/year				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
State Regulatory Platform Suite: 1 Year Term	Built on Tyler's Case Management Development Platform, the State Regulatory Platform Suite (comprised of Regulatory Access, State Licensing Application, State Enforcement Application and the Inspection Application) is easily configured to an agency's exact requirements prior to deployment so you can get to work quickly. Better still, agency system administrators can continue to configure the solution as legislation, policies, and procedures evolve. Configurability options might include: Easy-to-use online portal for licensees and other stakeholders allowing licensees to apply, renew and update license account(s) while the public can confirm the status of a licensee as well as make or follow-up on complaints, Fee definition setup, to remove the burden of implementing fee configuration changes at a specific date/time, Configuration of new and existing transactions such as applications, renewals, reinstatements, and who should have access to these transaction types, New Credential Setup configurations for licenses, permits, registrations, etc., as legislation requires regulation of additional professions or business types, letterhead updates, to easily change all templates at once to accommodate new contact information, Intuitive template configurations to create correspondence that can include hard-coded content or variable, merged content, Board setup to ensure that proper logo and contact information is associated with each Board's transactions, Configuration of new case types using pre-built, easily modified templates that include data elements and workflows, Groups and transaction checklists, configured to automatically assign workloads based on transaction type or profession, occupation, institution, or facility, Role permissions, to ensure that data elements are only searchable, visible, or editable by those who need to know, Display configurations to give each user quick access to the navigation options, inboxes and other functionality they use each day.				
	\$50,000.00/year				
State Regulatory Platform Suite: 1 Year Term, 1 Named User (10 Minimum Named Users)	A named user license for the State Regulatory Platform Suite				
	\$1,500.00/year per user				
State Regulatory Platform Suite, Analytics Module: 1 Year Term, 1 Named User (10 minimum named users)	Regulatory Analytics Module is an add-on purchase for the State Regulatory Platform Suite that offers a single and secure platform for data analysis and reporting. It allows for the simple creation of dashboards and reports with drill-down capabilities and filtering options based on established metadata.				
	\$310.00/year per user				
State Regulatory Platform Suite, Field Inspector Advanced Module: 1 Year Term, 1 Named User (5 minimum named users)	A named user license for the State Inspections Application, inclusive of the standard Field Inspector Module, Route Optimization and Analytics. Analytics includes advanced reporting and customizable dashboards, which provide data-rich visualizations that empower managers to better track and manage field staff productivity, resource management, and enforcement efforts.				
	\$4,000.00/year per user				
State Regulatory Platform Suite, Field Inspector Plus Module: 1 Year Term, 1	A named user license for the State Inspections Application, inclusive of the standard Field Inspector Module and Route Optimization. The State Inspections Application's Route Optimization is a smart tool for use as part of the platform's mobile				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
Named User (5 minimum named users)	application. Route Optimization recommends the most efficient travel route for the field staff based on site assignments, traffic, weather, and construction data. Delivered as a SaaS product.				
	\$3,600.00/year per user				
State Regulatory Platform Suite, Field Inspector Module: 1 Year Term, 1 Named User (5 minimum named users)	A named user license for the State Inspections Application, (inclusive of mobile app, self-service portal, and agency web portal) for delivering greater efficiencies and insights when conducting inspections / assessments / audits / surveys, etc. in the field. Delivered as a SaaS product.				
	\$3,200.00/year per user				
<p>Tyler ID</p> <p>Product Information</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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INDUSTRY INSIGHT

What Is Identity and Access Management, and Why Do You Need It?

With the news full of cyberattack reports, it's no surprise that the Center for Digital Government names cybersecurity as the top IT priority. To meet cybersecurity challenges and optimize efficiency, governments must have an effective identity and access management (IAM) strategy.

A lack of an IAM strategy is a burden for overextended IT staff. We see the challenge of fragmented identity management in our personal lives, where we have multiple passwords for banks, streaming services, and subscriptions. We juggle multiple passwords, which we may unwisely keep on unsecured scraps of paper or spreadsheets.

Governments face the same issue but on a much more complex scale. Without an effective IAM strategy:

- Employees must deal with multiple passwords for different solutions and devices.
- IT staff must manage credentials for multiple solutions.
- Consistent cybersecurity practices are difficult to maintain.

This is where an IAM strategy comes in. IAM is a security and business discipline that ensures the right employees have access to the right assets – and that the process is secure. IAM is composed of many components, including processes, technology, and services like an identity provider (IdP), a core part of an IAM strategy.

IAM systems can provide a centralized and standardized way to manage identities, access controls, and authentication across different applications, networks, and devices, making it easier and safer for users to access them securely.

What is an Identity Provider (IdP)?

An IdP is a service that stores and manages digital identities for applications, devices, and networks. An organization then uses this service to manage its identity operations.

In your personal life, you likely use a single sign-on (SSO) tool all the time — such as using your Google or Facebook user account to log in to various websites rather than creating and using a unique username and password for each site.

When an IdP is in place in your organization, the experience for the end user will feel similar, but it will come with additional layers of protection and administrator management.

An IdP allows IT staff to use centralized credential management across an organization's systems rather than needing to manage identities in multiple applications. This means users can access their supported solutions via SSO even when the solutions are from different vendors. (The ability for software to connect to an IdP is described as being able to "federate with" that IdP.)

For more information visit tylertech.com

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Key benefits of an IdP include:

- An SSO experience, which saves users time and makes it easier for them to adhere to password guidelines.
- Centralized IT management of employee access, such as adding or removing users or privileges.

Common IdPs include:

- Google Cloud Identity
- Microsoft's Entra ID (Formerly Azure Active Directory)
- Okta Workforce Identity Cloud

How Can an IdP Enhance Cybersecurity?

An IdP is central to safeguarding sensitive information and ensuring operational continuity. Using an IdP offers the following security benefits:

- One set of login credentials is required to access all supported services, making it possible to enforce strong authentication policies.
- Assigning and managing access rights to users can be managed at scale according to roles, which reduces the risk of unauthorized access and allows consistent security policies to be applied to all users across all devices.
- Visibility into access control activity in the form of audit reports, user authentication logs, and resource access requests and usage logs, improving oversight.
- Reducing the number of different passwords a user must remember makes it less likely that the average user will feel the need to write down or otherwise create unsecure copies of passwords.

The Benefits of an Effective IAM

In short, IAM is all about security and efficiency, which is especially valuable for IT departments that are stretched thin and for organizations worried about cybersecurity.

An organization's IAM strategy enables:

- Enhanced cybersecurity, with consistent best practices, used organization-wide.
- Centralized credential management, which ensures consistent practices (such as password requirements).
- Streamlined management of an employee's identity lifecycle. Changes related to onboarding, offboarding, or responsibility must only be made once rather than in multiple applications.
- Multi-factor authentication (MFA), a secure authentication method that requires at least two verification factors. For example, users might need to enter information from a text message on their cell phone to complete a sign-on.

Choosing the right IAM system is critical for decision-makers, particularly IT managers and security professionals. When considering government IAM systems, it's recommended to keep the following factors in mind:

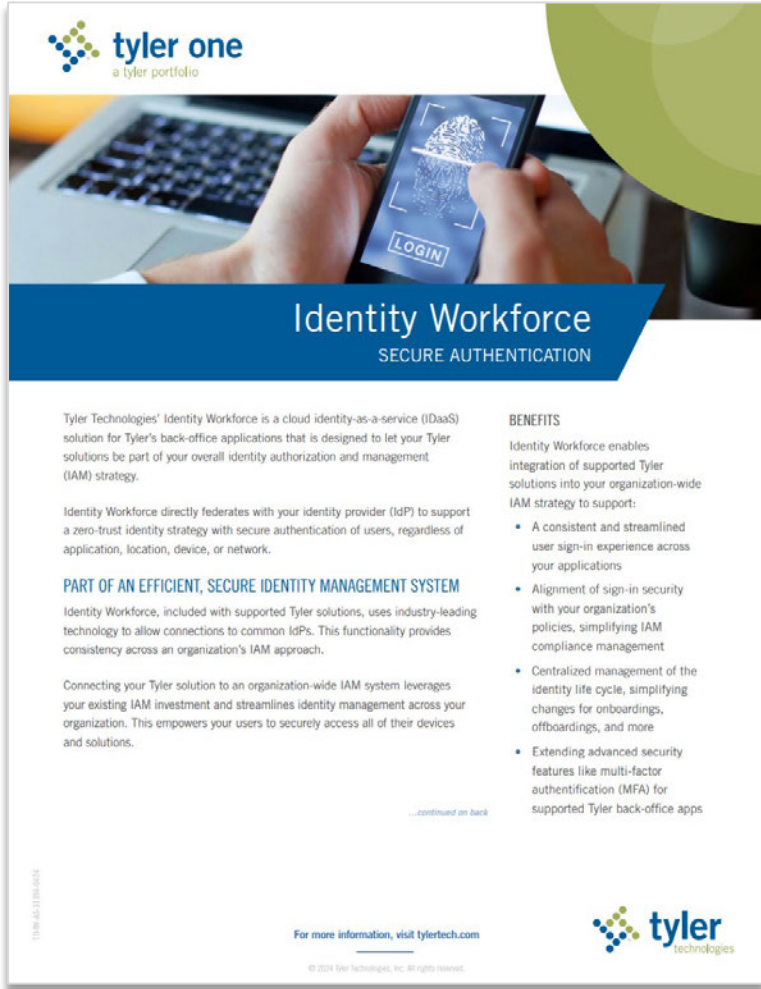
- **Usability and Convenience:** Select an IAM system that focuses on user-friendliness and intuitive interfaces, fostering an easy-to-use experience for staff.
- **Security and Privacy:** Prioritize security. Implement encryption, role-based access controls to safeguard against unauthorized access and data breaches, and multi-factor authentication.
- **Interoperability and SSO:** Enable seamless data exchange and integration with existing systems across multiple departments and agencies. For example, an approved staff member could use one sign-on to access ERP, asset management, and permitting and licensing software.
- **Scalability:** Select an IAM system with scalability to accommodate growing numbers of users and services over time.

To learn how Tyler applications can fit in with your IAM strategy, please contact us at info@tylertech.com | 833.895.3783 | tylertech.com

Source: Center for Digital Government 2023

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Empowering people who serve the public.

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
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tyler one
a tyler portfolio

Identity Workforce
SECURE AUTHENTICATION

Tyler Technologies' Identity Workforce is a cloud identity-as-a-service (IDaaS) solution for Tyler's back-office applications that is designed to let your Tyler solutions be part of your overall identity authorization and management (IAM) strategy.

Identity Workforce directly federates with your identity provider (IdP) to support a zero-trust identity strategy with secure authentication of users, regardless of application, location, device, or network.

PART OF AN EFFICIENT, SECURE IDENTITY MANAGEMENT SYSTEM

Identity Workforce, included with supported Tyler solutions, uses industry-leading technology to allow connections to common IdPs. This functionality provides consistency across an organization's IAM approach.

Connecting your Tyler solution to an organization-wide IAM system leverages your existing IAM investment and streamlines identity management across your organization. This empowers your users to securely access all of their devices and solutions.

...continued on back

BENEFITS

Identity Workforce enables integration of supported Tyler solutions into your organization-wide IAM strategy to support:

- A consistent and streamlined user sign-in experience across your applications
- Alignment of sign-in security with your organization's policies, simplifying IAM compliance management
- Centralized management of the identity life cycle, simplifying changes for onboardings, offboardings, and more
- Extending advanced security features like multi-factor authentication (MFA) for supported Tyler back-office apps

For more information, visit tylertech.com

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KEY FEATURES

Identity Workforce's ability to federate directly with a client's IdP supports:

- **Consistent password policies** with centralized configuration settings for password length, allowable characters, and other requirements
- **Centralized credential management** to ensure consistent user management across applications and devices
- **Multi-factor authentication**

MAXIMIZE THE VALUE AND BENEFITS OF YOUR IDP

Identity Workforce easily integrates your supported Tyler solutions into an existing IAM strategy to maximize the value of your current IdP investment.

Identity Workforce supports many common IdPs such as:

- Microsoft Entra ID (formerly Azure Active Directory)
- Google Cloud Identity
- Okta Workforce Identity Cloud
- Identity Automation's RapidIdentity

In fact, Identity Workforce can support most IdPs that federate using Open ID Connect (OIDC) or Security Assertion Markup Language (SAML).

EXPLORING OPTIONS

Please contact us for more information about Identity Workforce's options and capabilities for connecting to your IdP. For clients who don't want an integrated, centralized approach to IAM through their IdP, please contact us for details on Tyler-managed options.

If you're ready to learn more about what Identity Workforce can do for you, please get in touch with us at info@tylertech.com or 833.895.3783

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technologies

Terms and Conditions

The Tyler Identity Solution is subject to Tyler's Standard Terms of Use and Terms of service with Okta.

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>Terms of Use</p> <ul style="list-style-type: none"> • This Terms of Use generally applies to your access to and use of online services (the “Service” or “Services”) developed, operated and made available to you by Tyler Technologies, Inc. and its subsidiaries (“Tyler”) except where terms specific to a particular Service may apply instead. • Services include online applications and features, digital services, websites and mobile applications provided by Tyler. Access to and use of the Services is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. • Your access to and use of the Services constitutes a legal agreement between you and Tyler (“Agreement”). Additional or separate terms may apply to your access to and use of the Services. To the extent that the provisions of any additional terms conflict with these Terms of Use, the provisions of the additional terms will govern. • THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES AND A WAIVER OF YOUR CLASS ACTION RIGHTS. <p>Modification of These Terms of Use</p> <ul style="list-style-type: none"> • Tyler reserves the right to change the terms, conditions, and notices under which the Services are offered, including but not limited to the charges associated with the use of the Services. Tyler may modify these Terms of Use at any time, and such modifications will be effective immediately upon posting of the modified Terms of Use. Accordingly, you agree to review the Terms of Use periodically, and your continued access or use of the Services will be deemed your acceptance of the modified Terms of Use. <p>Links to Third Party Sites</p> <ul style="list-style-type: none"> • Some Services may contain links to third-party web sites ("Linked Sites"). Linked Sites are not under Tyler’s control and Tyler is not responsible for the contents of any Linked Site, including without limitation, any link contained in a Linked Site, or any changes or updates to a Linked Site. Tyler is not responsible for webcasting or any other form of transmission received from any Linked Site. Any Service containing links to a Linked Site provides these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Tyler of the Linked Site or any association with its operators. <p>No Unlawful or Prohibited Use</p> <ul style="list-style-type: none"> • As a condition of your accessing, using, downloading or logging into the Services, you warrant to Tyler that you will not access or use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices or by the terms specific to a particular Service as applicable. You may not use the Services in any manner which could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services. <p>Restrictions on Use</p> <ul style="list-style-type: none"> • You agree to use the Services only for lawful purposes and to follow all applicable laws and regulations of the United States and any state, province or country in which you reside that are in effect and that may be in effect in the future when using the Services. While using the Services, you will not: • Violate any laws, regulations, third-party rights (including intellectual property rights), or Tyler’s policies; • If any feature of a Service allows you to post or upload content, post or upload any content that is libelous, defamatory, harmful, harassing, threatening, false, misleading, or discriminatory; • If any feature of a Service allows you to post or upload content, post, use, or upload any content that misappropriates any trade secret or infringes any intellectual property rights, rights of publicity, rights of privacy, or proprietary right of any party; 					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<ul style="list-style-type: none"> • Affect Tyler adversely or reflect negatively on the Services, Tyler, our goodwill, name, or reputation; • Impersonate anyone or any entity or falsely state or misrepresent your affiliation with a person or entity; • Display advertising or commercial content; • Collect or store personal data about other users or individuals; • Use any computer code, data mining software, "robot," "bot," "spider," "scraper" or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the Web pages, data or content found or accessed through the Services; • Transmit any material that contains software viruses, trojan horses, worms, time bombs, cancelbots, or other malicious code; • Take any action to use the Services in any manner that violates or is inconsistent with this Terms of Use or to circumvent, compromise or defeat any security measures implemented in the Services, including to gain unauthorized access to: (i) Tyler’s applications, products and services; (ii) other users’ accounts, names, passwords, personally identifiable information; or (iii) other computers, websites, or pages connected or linked to Tyler’s Services; • Display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer, or transmit for any commercial purposes, all or any portion of the Services or use in-line or other linking to display content from the Services without Tyler’s permission; or • Modify, disrupt, impair, alter, or interfere with the use, features, functions, operation, or maintenance of the Services or the rights or use and enjoyment of the Services by any other person, firm, or enterprise (collectively, “Person”); or collect, obtain, compile, transmit, reproduce, delete, revise, or display any material or information, whether personally identifiable or not, posted by or concerning any other Person in connection with use of the Services, unless you have obtained the express, prior permission of such other Person. • Some Services may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. Tyler has no obligation to monitor the Communication Services. However, Tyler reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Tyler reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever. • Always use caution when giving out any personally identifying information in any Communication Service. Tyler does not control or endorse the content, messages or information found in any Communication Service and, therefore, Tyler specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. <p>Registration and Account Information</p> <ul style="list-style-type: none"> • In some cases, you must register and create an account in order to use the Services. To register and create an account (“Registered Account”) you may be required to create login credentials such as a username and password and provide personal information such as an email address and mobile phone number. You are responsible for maintaining the confidentiality of your login credentials and will be responsible for all activities that occur under your Registered Account. Should you become aware of or suspect any unauthorized use of your Registered Account, you will immediately notify Tyler at info@tylertech.com. In connection with the foregoing, you agree to: (i) provide true, accurate, current and complete registration and account information about yourself as prompted and required by the Services; and (ii) provide any updates to your Registered Account as required to keep it true, accurate, current and complete. 				

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>Reviews, Comments and Other Submissions To Any Service</p> <ul style="list-style-type: none"> • We welcome your comments and feedback regarding a Service provided to us using contact information available through the Service. Comments, feedback, suggestions, ideas or materials you provide to Tyler or post, upload, input or submit to any Service or its associated services, features, or applications (collectively "Submissions") are not confidential and will become and remain the property of Tyler. Tyler shall not be liable for any use of a Submission. • No compensation will be paid with respect to the use of your Submission, as provided herein. Tyler is under no obligation to post or use any Submission you may provide. • By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions. • Tyler has no obligation to monitor the Submissions. However, Tyler reserves the right to review materials posted to the Services and to remove any materials in its sole discretion. • Tyler reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit or refuse to post any information or materials, in whole or in part, in Tyler's sole discretion. <p>Liability Disclaimer</p> <ul style="list-style-type: none"> • THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SERVICES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. TYLER AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SERVICES AT ANY TIME. ADVICE RECEIVED VIA THE SERVICES SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION. • TYLER AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED WITHIN OR ACCESSED THROUGH THE SERVICES FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. TYLER AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. • TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TYLER AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICES, WITH THE DELAY OR INABILITY TO USE THE SERVICES OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF TYLER OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES. 					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<ul style="list-style-type: none"> • SERVICE CONTACT : info@tylertech.com <p>Termination/Access Restriction</p> <ul style="list-style-type: none"> • Tyler reserves the right, in its sole discretion, to terminate your access to the Services and the related services or any portion thereof at any time, without notice. <p>Disputes</p> <ul style="list-style-type: none"> • Please contact Tyler in writing at 5101 Tennyson Pkwy, Plano, Texas 75024, Attn: Legal Department, regarding any claim or controversy arising out of or relating to this Agreement, or any breach thereof, and Tyler will attempt in good faith to resolve the claim, or we can agree to engage in mediation. Each party agrees to pay for its own expenses in engaging in mediation. Any claim, dispute, or controversy that cannot be resolved through mediation within thirty (30) days following receipt of written notice will be settled by arbitration as set forth below. <ol style="list-style-type: none"> 1. Arbitration. Except for claims or controversies for which Tyler may pursue injunctive relief, any claim, dispute, or controversy arising out of or relating to the Services, this Agreement, or the breach, termination, enforcement, interpretation, or validity of this Agreement, will be resolved exclusively by binding arbitration administered by the American Arbitration Association (“AAA”) before a single arbitrator. Payment of all filing, administration, and arbitrator fees will be governed by AAA’s applicable rules. The arbitrator’s decision shall be controlled by this Agreement and any other agreements referenced herein. If the claim or controversy is for \$10,000 or less, Tyler agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If the claim or controversy exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the award of the arbitrator shall be accompanied by a statement of the reasons upon which the award is based. You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that you have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph. 2. Limitation on Time to File. YOU AGREE THAT IF YOU DO NOT FILE A DEMAND TO ARBITRATE A DISPUTE WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED. 3. Arbitration on an Individual Basis Only; Class Arbitration Waiver. YOU AGREE THAT, BY ACCEPTING THIS AGREEMENT, YOU AND TYLER ARE EACH WAIVING THE RIGHT TO PARTICIPATE IN OR BRING A CLASS ACTION. TYLER AND YOU AGREE TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS AND AGREE THAT THIS AGREEMENT DOES NOT PERMIT CLASS ARBITRATION OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, AND THUS THE FEDERAL ARBITRATION ACT (“FAA”) GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. IF FOR ANY REASON, A CLAIM PROCEEDS IN COURT RATHER THAN ARBITRATION, TYLER AND YOU WAIVE ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION AGAINST EACH OTHER. 4. Applicable Law and Venue. The Service is accessible over the Internet and therefore available worldwide, Access to and use of the Services is at your own risk and subject to the laws of the United States of America in addition to the applicable laws in your state, province or country. You are responsible for compliance with any local laws and regulations. Nothing in the Services should be interpreted as a promotion or solicitation for any product of any nature that is not authorized by the laws and regulations of the country where you are located. You agree that the laws of the State of Texas, USA, without giving effect to any principles of conflicts of law, govern this Agreement and any dispute of any sort that may arise between you and us or any of our 					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>subsidiaries. Any arbitration related to this Agreement shall occur in Collin County, Texas. Tyler and you acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the foregoing paragraph with respect to applicable substantive law, any arbitration conducted pursuant to this Agreement shall be governed by the FAA, 9 U.S.C. §§ 1-16.</p> <p>5. Conflict. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the code of procedure established by the AAA, the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting provision were not contained herein.</p> <p>6. Injunctive Relief. Notwithstanding anything to the contrary, Tyler retains the right to seek injunctive relief if you use the Services in violation of the access rights or the restrictions on use, infringe upon or misappropriate Tyler’s intellectual property rights, or breach your obligation to maintain the confidentiality of Tyler’s confidential or proprietary information made available to you through the Services.</p> <p>Copyright and Trademark Notices</p> <ul style="list-style-type: none"> • Tyler and our logos, trademarks, service marks, product names, text, design, graphics, interfaces and code displayed by, in or on the Services are: ©2025 Tyler Technologies, Inc. All Rights Reserved and/or its suppliers. All rights reserved. <p>Trademarks</p> <ul style="list-style-type: none"> • The names of actual companies and products mentioned herein may be the trademarks of their respective owners. • The example companies, organizations, products, people and events depicted herein are fictitious. No association with any real company, organization, product, person, or event is intended or should be inferred. • Any rights not expressly granted herein are reserved. <p>Notices and Procedure for Making Claims of Copyright Infringement</p> <ul style="list-style-type: none"> • Notifications of claimed copyright infringement should be sent to: <ul style="list-style-type: none"> • Tyler Technologies, Inc. • Attention: Chief Legal Officer • 1 Tyler Drive • Yarmouth, ME 04096 • copyright@tylertech.com • The notification must be in writing and include the following: <ol style="list-style-type: none"> 1. The signature of the copyright owner or someone acting on the copyright owner’s behalf; 2. Identification of the copyrighted work(s) claimed to have been infringed; 3. Identification of the material(s) claimed to be infringing; 4. Contact information for the copyright owner or someone acting on the copyright owner’s behalf; 5. A statement that the copyright owner has a good faith belief that use of the material in the manner complained about is not authorized; 6. A statement that the information in the notification is accurate and, under the penalty of perjury, that the complaining party is authorized to act on behalf of the copyright owner. • Any notification that does not include all of the above information will not receive a response. • It is the policy of Tyler Technologies, Inc., to terminate accounts belonging to users who are repeat infringers. • Effective April 29, 2024 					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p data-bbox="163 337 262 370">Pricing</p> <ul data-bbox="163 386 1495 418" style="list-style-type: none"> - Pricing is dependent on the solution and scope of the project and at this point pricing is not publicly available. 					

Form A.2

Service Matrix Request for Proposal Number 122777 O5

Provide the hourly rate for Portal time and materials projects. There is no guarantee on the number of hours that will be used.

The Bidder must list each role/title and provide an hourly rate. All travel expenses must be included in the rate. These rates are fixed for the initial term of the contract. At renewal time, rates may increase by no more than 5%.


Pricing Spreadsheet		Hourly rate
Role/title		
1.	Management	\$210.00
2.	Developer	\$110.00
3.	Developer – Senior	\$140.00
4.	Project Management	\$110.00
5.	Project Manager – Senior	\$140.00
6.	Support	\$70.00
7.	Creative	\$80.00
8.	Marketing	\$80.00
9.	System Administrator	\$95.00
10.	System Administrator – Senior	\$120.00
11.	Website Content Management	\$110.00

II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Terms and Conditions Within Section as Written” in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Accept All Terms and Conditions Within Section as Written (Initial)	Exceptions Taken to Terms and Conditions Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
		<p>II.G. Change Orders or Substitutions Bidder generally accepts the terms included in this section with the inclusion of the following at the end of the section:</p> <p><u>Notwithstanding the foregoing, Vendor reserves the right to sunset Vendor proprietary software solutions and provide contracted deliverables utilizing a new Vendor proprietary software solution with substantially similar or improved functionality.</u></p> <p>II.M. Indemnification</p> <p>Bidder generally accepts the terms contained in Section II. M. Indemnification with the proposed modification to Subsection 1 to limit property loss and damage claims to those applicable to tangible property as intellectual property is addressed within Subsection 2.</p> <ol style="list-style-type: none"> 1. General The Vendor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State for personal injury, death, or tangible property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Vendor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Vendor liability is attenuated by any action of the State which directly and proximately contributed to the claims. <p>Bidder Proposes adding the following new subsection: The Vendor agrees that there will be no limitation of the Vendor's liability under the Contract. Notwithstanding the foregoing, to the extent allowed by applicable State law, the parties agree that neither party shall be liable to the other or to any third party for special, indirect, or consequential damages, except for claims arising from breach of any intellectual property rights of a party. Notwithstanding anything to the contrary contained herein, nothing in this section shall be construed to limit liability or recovery</p>

		<p>within the terms and limitations of the Vendor's insurance coverage required in this Contract.</p> <p>II.T. Early Termination</p> <p>Bidder generally accepts the terms of Section II. T. but requests modification to subsection 2 to allow for a reasonable notice period prior to termination for convenience for both parties as follows:</p> <ol style="list-style-type: none"> 1. The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) ninety (90) calendar day's written notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
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The bidders should submit with their solicitation response any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the solicitation response as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

2. If only one (1) Party has a particular clause, then that clause shall control,
3. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together,
4. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

1. The contract resulting from this Solicitation shall incorporate the following documents:
 - a. Solicitation, including any attachments and addenda;
 - b. Questions and Answers;
 - c. Bidder's properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
 - d. Addendum to Contract Award (if applicable); and
 - e. Amendments to the Contract. (if applicable)

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) Executed Contract and any attached Addenda 3) Addendums to the solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda or attachments, and 5) the Vendor's submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.

Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Vendor.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Bidder and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

C. BUYER'S REPRESENTATIVE

The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the bidder will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Nonnegotiable)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK & SUSPENSION OF SERVICES

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Vendor. The Vendor will be notified in writing when work may begin.

The State may, at any time and without advance notice, require the Vendor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Vendor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Vendor with written notice that such performance or deliverables may resume, in whole or in part.

F. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

The State and the Vendor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Vendor may not claim forfeiture of the contract by reasons of such changes.

The Vendor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Vendor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Vendor's solicitation response, were foreseeable, or result from difficulties with or failure of the Vendor's solicitation response or performance.

No change shall be implemented by the Vendor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any good or service is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract to include the alternate product at the same price.

*****Vendor will not substitute any item that has been awarded without prior written approval of SPB*****

H. RECORD OF VENDOR PERFORMANCE

The State may document the vendor's performance, which may include, but is not limited to, the Customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract (Contract Compliance Request). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor (Contract Non-Compliance Notice). The Vendor shall respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such notice or request. At the sole discretion of the State, such Contract Compliance Requests and Contract Non-Compliance Notices may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity. The record of vendor performance will be considered in any suspension or debarment action.

I. NOTICE OF POTENTIAL VENDOR BREACH

If Vendor breaches the contract or anticipates breaching the contract, the Vendor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Vendor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchase goods in substitution of those due from the Vendor. The State may recover from the Vendor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Vendor's breach. OR In case of default of the Vendor, the State may contract the service from other sources and hold the Vendor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Vendor shall retain all available statutory remedies.

K. NON-WAIVER OF BREACH

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

M. INDEMNIFICATION

1. GENERAL

The Vendor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Vendor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Vendor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Vendor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Vendor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Vendor prompt notice in writing of the claim. The Vendor may not settle any infringement claim that will affect the State's use of the licensed software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Vendor has indemnified the State, the Vendor shall, at the Vendor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Vendor, and the State may receive the remedies provided under this Solicitation.

3. PERSONNEL

The Vendor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Vendor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. If there is a presumed loss under the provisions of this agreement, Vendor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

N. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. PERFORMANCE BOND

The Awarded Bidder will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the bond must be \$500,000. The bond will guarantee that the Awarded Bidder will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the contract has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

P. ASSIGNMENT, SALE, OR MERGER

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Vendor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

Q. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be

contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Vendor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

R. FORCE MAJEURE

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party (Force Majeure Event) that was not foreseeable at the time the Contract was executed. The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

S. CONFIDENTIALITY

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action. In the event a confidentiality breach involves payment card or banking information, in addition to providing immediate notification to the NSRB, the Contractor will provide notification to the Nebraska State Treasurer and other parties as required by law and as directed by the NSRB.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

T. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Vendor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) calendar day's written notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract, in whole or in part, immediately for the following reasons:
 - a. if directed to do so by statute,
 - b. Vendor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,
 - c. a trustee or receiver of the Vendor or of any substantial part of the Vendor's assets has been appointed by a court,
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders,
 - e. an involuntary proceeding has been commenced by any Party against the Vendor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor,
 - f. a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code,
 - g. Vendor intentionally discloses confidential information,
 - h. Vendor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

U. CONTRACT CLOSEOUT

Upon termination of the contract for any reason the Vendor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State,
2. Transfer ownership and title to all completed or partially completed deliverables to the State,
3. Return to the State all information and data unless the Vendor is permitted to keep the information or data by contract or rule of law. Vendor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Vendor’s routine back up procedures,
4. Cooperate with any successor Contactor, person, or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Contactor, person, or entity with the transfer of information or data related to this contract,
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this section should be construed to require the Vendor to surrender intellectual property, real or personal property, or information or data owned by the Vendor for which the State has no legal claim.

V. PROHIBITED PRODUCTS

The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.

The State will not accept any products made by a company owned by the Chinese Communist Party. Furthermore, pursuant to Executive Order No. 23-05, the State will not accept any communications equipment or services developed by organizations on the Federal Communications Commission’s Covered List.

The State will not accept goods from countries or persons identified on the Office of Foreign Assets Control Sanctions List.

W. AMERICANS WITH DISABILITIES ACT

Vendor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.

III. VENDOR DUTIES

Bidder should read the Vendor Duties within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Vendor Duties Within Section as Written” in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

<p>Accept All Vendor Duties Within Section as Written (Initial)</p>	<p>Exceptions Taken to Vendor Duties Within Section as Written (Initial)</p>	<p>Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)</p>
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E. COOPERATION WITH OTHER VENDORS

Bidder generally agrees to the terms of this section with the below modification to protect confidential information exchanged between Vendor and other vendors.

Vendor may be required to work with or in close proximity to other Vendors or individuals that may be working on same or different projects. The Vendor shall agree to cooperate with such other Vendors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other Vendor or individual. Vendor is not required to compromise Vendor's intellectual property or proprietary information unless expressly required to do so by this contract. The Parties agree the Confidentiality provisions of this contract shall apply to any information provided by another vendor, and such other vendors shall be required to adhere to the same confidentiality standards regarding Vendor's information. The State agrees Vendor may require other vendors to enter into direct confidentiality or non disclosure agreements necessary to protect Vendor's proprietary and confidential information.

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Bidder accepts the language below with the proposed modifications and with the addition of ownership terms applicable to Vendor's proprietary software and third party software.

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Vendor on behalf of the State pursuant to this contract.

The State shall be entitled to a non-exclusive perpetual royalty free right-to-use only license to all application software, documentation and source code utilized in software which is own and hold exclusive title to any deliverable developed as a result of this contract ("Custom Software"). ~~Vendor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.~~

Tyler retains all ownership, including intellectual property and confidentiality rights, in and to our proprietary and/or confidential information and deliverables which are independently developed by Contractor or its affiliates and made available to the State through this Contract ("Vendor Proprietary Software")

This Contract does not provide the State with title or ownership of Vendor Proprietary Software, but a limited right to use for the agreed purpose for the Contract term. Vendor's licensors and Third-Party Software vendors also retain ownership, title and all rights and interest, including, without limitation, intellectual property rights in and to their own respective software and documentation. Vendor reserves ownership, title and all rights and interest in any software and documentation, including customizations, developed and delivered in the course of providing services under this Contract and including any developments made as a result of State's comments, suggestions or feedback, subject to each party's confidentiality rights and obligations under this Contract.

J. INSURANCE REQUIREMENTS

Paragraph 3. Bidder requests modification to Paragraph 3 because depending on the market obtaining replacement coverage with a retroactive date of the start date may not be commercially available.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within three (3) years of termination

or expiration of the contract, the Vendor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract ~~for the term of the contract and~~ three (3) years following termination or expiration of the contract. Vendor will make reasonable efforts to obtain replacement coverage with a retroactive date to the start of the Contract.

Required Insurance Coverage Table: Bidder requests modification to the table to remove the requirement for XCU liability as it is not applicable to the services provided by Bidder under the contract, to remove Abuse & Molestation as the Bidder's policy does not specifically include or exclude such coverage, and to modify the Cyber Liability and the Mandatory COI Liability Waiver Language requirements to be consistent with Bidder's policy.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Vendors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$10,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$5,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties. <u>Vendor shall meet the included limit with an Excess Liability policy. Total limit for Professional Liability/Cyber coverage shall be \$15,000,000.</u>	\$15,000,000
MANDATORY COI LIABILITY WAIVER LANGUAGE	

“Commercial General Liability & Commercial Automobile Liability policies shall name include the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured.”

3. EVIDENCE OF COVERAGE.

Bidder generally agrees to the terms regarding Evidence of Coverage with the modification below to paragraph 3 to include a commercially reasonable timeline.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately as soon as reasonably available to ensure no break in coverage.

S. WARRANTY

Bidder generally accepts the terms of this section with the modification included below. Bidder provides a warranty tied to functional descriptions of the Bidder software and in the event service do not confirm to such warranty Bidder will re-perform the services at no additional cost to the State.

Despite any clause to the contrary, the Vendor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the functional requirements of this Agreement. For any breach of this warranty, the Vendor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, ~~or if Vendor is unable to perform the services as warranted, Vendor shall reimburse the State all fees paid to Vendor for the unsatisfactory services.~~ The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys’ fees and costs.

The Vendor warrants for a period of one (1) year from the date of Acceptance that: (a) the Products perform according to all specific claims that the Vendor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the State has relied on the Vendor’s skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. For the purpose of this section a “defect” shall mean a failure of the Product to substantially operate in accordance with the functional requirements as included in the product documentation as existed at the time the Product was delivered or made available to the State. Upon breach of the warranty, the Vendor will repair or replace (at no charge to the State) the Product whose nonconformance is discovered and made known to the Vendor. ~~If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Vendor will refund the full amount of any payments that have been made.~~ The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys’ fees and costs

T. TIME IS OF THE ESSENCE

Time is of the essence clauses create ambiguity in interpretation of and application to deadlines under a contract. Bidder proposes the modification below to clarify the State’s obligation to participate in meeting proposed deadlines and offers flexibility upon agreement of the parties.

		<p>Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract. <u>The Parties agree that Vendor's timely performance and delivery is dependent upon the State's good faith effort to provide reasonable support and information necessary to meet deadlines established under this Contract. Any deadline may be extended or modified upon mutual written agreement of the Parties. The acceptance of late performance with or without objection or reservation by the NSRB shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed. Isolated instances of delays or late performance on projects or applications not of an essential nature, as determined by the NSRB, to Network operations or expansion shall not be considered a material breach of contract.</u></p>
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A. INDEPENDENT VENDOR / OBLIGATIONS

It is agreed that the Vendor is an independent Vendor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Vendor is solely responsible for fulfilling the contract. The Vendor or the Vendor's representative shall be the sole point of contact regarding all contractual matters.

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the bidder's solicitation response shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Vendor to the contract shall be employees of the Vendor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Vendor or the subcontractor respectively.

With respect to its employees, the Vendor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Vendor's employees, including all insurance required by state law,
3. Damages incurred by Vendor's employees within the scope of their duties under the contract,
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Vendor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Vendor, its officers, agents, or subcontractors or subcontractor's employees).

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor's agreement with the respective subcontractor(s).

The State reserves the right to require the Vendor to reassign or remove from the project any Vendor or subcontractor employee.

Vendor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Vendor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)

The Vendor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. Sec. § 73-903 (5); that it will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company.

C. EMPLOYEE WORK ELIGIBILITY STATUS

The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Solicitation response.
3. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Vendor understands and agrees that lawful presence in the United States is required, and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)

The Vendor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Vendors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Solicitation.

E. COOPERATION WITH OTHER VENDORS

Vendor may be required to work with or in close proximity to other Vendors or individuals that may be working on same or different projects. The Vendor shall agree to cooperate with such other Vendors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other Vendor or individual. Vendor is not required to compromise Vendor's intellectual property or proprietary information unless expressly required to do so by this contract.

F. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the solicitation response. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

G. PRICES

All prices, costs, and terms and conditions submitted in the solicitation response shall remain fixed and valid commencing on the opening date of the solicitation until the contract terminates or expires; provided the Legislature may make statutory changes to Portal Fees, or the NSRB and Vendor may agree in writing to adjust Portal Fees or hourly rates for time and materials projects. However, hourly rates may not increase by more than five percent (5%) at contract renewal.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

H. PERMITS, REGULATIONS, LAWS

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Vendor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Vendor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Vendor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Vendor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

J. INSURANCE REQUIREMENTS

The Vendor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Vendor shall not commence work on the contract until the insurance is in place. If Vendor subcontracts any portion of the Contract the Vendor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor,
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Vendor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Vendor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Vendor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Vendor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within three (3) years of termination or expiration of the contract, the Vendor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and three (3) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Vendor elects to increase the mandatory deductible amount, the Vendor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Vendor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Vendor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Vendor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Vendor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such

operation be by the Vendor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Vendors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Vendors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$10,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$5,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$15,000,000
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

The Vendor shall furnish the Contract Manager, via email, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

122777 O5
 Nebraska State Purchasing Bureau
 Attn: Kelly Rowlands
 1526 K Street, Suite 130
 Lincoln, NE 68508
 Kelly.rowlands@nebraska.gov

These certificates or the cover sheet shall reference the solicitation number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of

coverage afforded. If the State is damaged by the failure of the Vendor to maintain such insurance, then the Vendor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Vendor.

K. ANTITRUST

The Vendor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

L. CONFLICT OF INTEREST

By submitting a solicitation response, vendor certifies that no relationship exists between the vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this solicitation or project.

Vendor further certifies that vendor will not employ any individual known by vendor to have a conflict of interest nor shall vendor take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, vendor shall provide with its solicitation response a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall solicitation response evaluation.

M. STATE PROPERTY

The Vendor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Vendor's use during the performance of the contract. The Vendor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

N. SITE RULES AND REGULATIONS

The Vendor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Vendor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Vendor.

O. ADVERTISING

The Vendor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

P. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Vendor understands and agrees that if the Vendor is providing a product or service that contains ICT, as defined in subsection 3 below and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Vendor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.

- 3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Vendor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, Customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a Vendor.

Q. DISASTER RECOVERY/BACK UP PLAN

The Vendor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

R. DRUG POLICY

Vendor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Vendor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

S. WARRANTY

Despite any clause to the contrary, the Vendor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Vendor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Vendor is unable to perform the services as warranted, Vendor shall reimburse the State all fees paid to Vendor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

The Vendor warrants for a period of one (1) year from the date of Acceptance that: (a) the Products perform according to all specific claims that the Vendor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the State has relied on the Vendor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Vendor will repair or replace (at no charge to the State) the Product whose nonconformance is discovered and made known to the Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

T. TIME IS OF THE ESSENCE

Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.


IV. PAYMENT

Bidder should read the Payment clauses within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Payment clauses Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

- 1. The specific clause, including section reference, to which an exception has been taken;
- 2. An explanation of why the bidder took exception to the clause; and
- 3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Payment	Exceptions Taken to	Exceptions:
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Clauses Within Section as Written (Initial)	Payment Clauses Within Section as Written (Initial)	(Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
		<p>A. INSPECTION AND APPROVAL Bidder accepts the terms of this section but would like to clarify that security clearances may be required to enter contractor facilities. Therefore, Bidder proposes inserting "Subject to applicable security requirements," at the beginning of the second sentence of the paragraph.</p> <p>Final inspection and approval of all work required under the contract shall be performed by the designated State officials.</p> <p><u>Subject to applicable security requirements, the</u> The State and/or its authorized representatives shall have the right to enter any premises where the Vendor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.</p>

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)
 Pursuant to Neb. Rev. Stat. § 81-2403, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES (Nonnegotiable)
 The State is not required to pay taxes and assumes no such liability as a result of this Solicitation. The Vendor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Vendor's equipment which may be installed in a state-owned facility is the responsibility of the Vendor.

C. INVOICES
 In most cases, the Vendor's share of Portal Fee revenue is disbursed directly from the State's distributive account to the Vendor. For Portal Fee revenue not disbursed directly to the Vendor (as an example, when the Partner is paying the Portal Fees), the Vendor will submit an invoice to the Partner's designated contact via email on a monthly basis detailing the amount due, in conjunction with a Partner-specific itemized statement (in Excel or a similar format approved by the Partner) for the Partner's Portal services for the applicable month, including a breakdown by service and volume activity and amount of revenue by service.

Upon completion of time and materials work performed for a Partner under a SOW, the Vendor may submit an invoice to the Partner via email to the contact designated in the SOW.

Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Vendor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

D. INSPECTION AND APPROVAL
 Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Vendor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Nonnegotiable)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Vendor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such goods or services.

F. LATE PAYMENT (Nonnegotiable)

The Vendor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Vendor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Vendor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Vendor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (Nonnegotiable)

1. All the Vendor's books, records, and documents relating to work performed or monies received and paid under the Contract and any books, records or documents required by the Contract shall be subject to inspection and audit by the Auditor of Public Accounts at any reasonable time upon the provision of reasonable notice by the NSRB. These records shall be maintained for a period of five (5) full years from the date of the Contract termination or expiration including any extensions or optional renewal periods, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All financial records shall be maintained in accordance with generally accepted accounting principles, and the audit performed hereunder shall be conducted in accordance with generally accepted auditing standards. Any cost associated with an audit performed under subsection 1 of this section shall be paid by the State.
2. The Vendor shall maintain an accounting system which includes a numbered chart of accounts, books or original entry of all transactions, appropriate subsidiary ledgers, a general ledger which includes to-date posting and an audit trail through financial statements. Such records shall be maintained electronically with appropriate backup. The Vendor shall adopt the calendar year ending December 31 for reporting purposes.
3. All the Vendor's documents and records relating to electronic payment transactions made to the Vendor pursuant to the Contract shall be available for inspection and auditing.
4. The Vendor will be liable for correction of any State audit exceptions and any associated costs and penalties arising from the State audit and shall return to the State all payments made under the Contract which are directly related to an exception or which have been disallowed because of such an exception. The State shall be liable to the Vendor for correction of any State audit exceptions arising from a State audit and shall return to the Vendor all portions of payments made under the Contract which are determined by such audit to be an overpayment by the Vendor, or make such payments to the Vendor if there is determined by such audit to be an underpayment by the State. The Vendor shall agree to correct immediately any material weakness or condition discovered in the course of an audit. Notwithstanding the foregoing, the Vendor may dispute in good faith any audit exception, and will be obligated to make disputed payments until such dispute is resolved by the parties.
5. The Vendor shall, on an annual basis, provide an audited financial statement of the Vendor to the NSRB. The audited financial statement shall include disclosure of annual amounts of the parent company's (if any) corporate overhead allocation to the Vendor, and the categories of expense that comprise said allocation, including, among others, the following services: executive and operations management, technical consultation, security support, human resources, accounting support, legal support and payroll processing. The parent company (if any) must allocate the cost of such services based upon an allocation methodology that fairly allocates amounts based upon benefits received. The financial audit performed pursuant to this section shall be performed by an appropriately accredited auditor approved by the NSRB, which approval shall not be unreasonably withheld, conditioned or delayed. The Vendor shall pay all costs associated with such audit.

- 6.** To the extent the financial audit report provided by the Vendor discloses any discrepancies in the Vendor charges, billings, or financial records, and following a period for review and verification by the Vendor, the Vendor will adjust the next monthly bill as soon as reasonably possible, but not to exceed ninety (90) days from the time of notification of the Vendor discrepancies. The Vendor shall cooperate to assure that verification is completed in a timely manner.

Contractual Agreement Form

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder is not owned by the Chinese Communist Party.


Per Nebraska’s Transparency in Government Procurement Act, Neb. Rev Stat § 73-603, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

NEBRASKA VENDOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Vendor. “Nebraska Vendor” shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation. All vendors who are not a Nebraska Vendor are considered Foreign Vendors under Neb. Rev Stat § 73-603 (c).

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.

THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

COMPANY:	Nebraska Interactive, LLC dba Tyler Nebraska
ADDRESS:	1135 M Street, Suite 220 Lincoln, Nebraska 68508
PHONE:	405-416-3033
EMAIL:	Tanner.Hughes@tylertech.com
BIDDER NAME & TITLE:	Tanner Hughes Tyler Nebraska General Manager
SIGNATURE:	DocuSigned by:  <small>EDB886CDAU3D462...</small>
DATE:	10/22/2025

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)	
NAME:	
TITLE:	
PHONE:	
EMAIL:	

Nebraska Interactive, LLC



