

## MAINTENANCE AGREEMENT

This Maintenance Agreement (“Agreement”) is made between Tyler Technologies, Inc. (“TYLER”) and City of Rocklin (“CITY” or “Client”).

WHEREAS, CITY selected TYLER to perform the services set forth in the Investment Summary attached hereto as Exhibit A and incorporated herewith by reference, and TYLER desires to perform such 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 CITY agree as follows:

### SECTION A – DEFINITIONS

- **“Defect”** means a failure of the Tyler Software to substantially conform to the Documentation. 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 TYLER provides or otherwise makes available to CITY, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which the CITY authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of CITY or TYLER, 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 CITY or TYLER.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“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 Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.

- **“Tyler Software”** means TYLER’s proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary.

## **SECTION B – SOFTWARE LICENSE**

1. By separate agreement, TYLER previously granted CITY a license “in perpetuity” to certain TYLER software products. With this Agreement, TYLER and CITY agree TYLER will perform maintenance and related services pertaining to such software.
2. TYLER warrants that the Tyler Software will be without Defect(s) as long as CITY has a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, TYLER will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement. TYLER warrants that at the time of delivery, the software updates do not contain any virus or other malicious code that would cause the software to become inoperable or incapable of being used.

## **SECTION C – PROFESSIONAL SERVICES**

1. Services. TYLER will provide CITY the various implementation-related services itemized in the Investment Summary attached hereto as Exhibit A, incorporated herewith by reference.
2. Professional Services Fees. CITY agrees to pay TYLER the professional services fees in the amounts set forth in the Investment Summary (Exhibit A). Those amounts are payable in accordance with the Invoicing and Payment Policy, attached hereto as Exhibit B.
3. Additional Services. The Investment Summary (Exhibit A) contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on TYLER’s understanding of the specifications CITY supplied. If additional work is required, or if CITY requests additional services, TYLER will provide CITY 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. No additional services shall be performed by TYLER without the express written consent by the CITY.
4. Cancellation. TYLER will make all reasonable efforts to schedule personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if CITY cancels services less than two (2) weeks in advance (other than for Force Majeure or breach by TYLER), CITY will be liable for all (a) non-refundable expenses incurred by TYLER on CITY’s behalf, and (b) daily fees associated with cancelled professional services if TYLER is unable to reassign personnel. TYLER will make all reasonable efforts to reassign personnel in the event CITY cancels within two (2) weeks of scheduled commitments.
5. Services Warranty. TYLER will perform the services set forth in the Investment Summary (Exhibit A) in a professional, workmanlike manner, consistent with industry standards. In the event TYLER provides services that do not conform to this warranty, TYLER will, at TYLER’s option, promptly re-perform such services at no additional cost to CITY, or refund the fees paid for the services.
6. Site Access and Requirements. At no cost to TYLER, CITY agrees to provide TYLER with access to CITY 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 the Parties. CITY further agrees to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. CITY Assistance. CITY acknowledges that the implementation of the Tyler Software is a cooperative process requiring the time and resources of CITY personnel. CITY 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 this Agreement. 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 CITY personnel to provide such reasonable cooperation and assistance (either through action or omission).

#### **SECTION D – MAINTENANCE AND SUPPORT**

TYLER will provide CITY with maintenance and support services for the Tyler Software under the terms of TYLER's standard Maintenance and Support Agreement, attached hereto as Exhibit C and incorporated herewith by reference.

#### **SECTION E – THIRD PARTY PRODUCTS**

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

1. Third Party Software. If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, CITY may opt to pay such additional future fee or discontinue use of the Third Party Software.
2. Third Party Products Warranties. CITY acknowledges that TYLER is not the manufacturer of the Third Party Products. TYLER does not warrant or guarantee the performance of the Third Party Products. However, TYLER grants and passes through to CITY any warranty that TYLER may receive from the Developer or supplier of the Third Party Products.
3. Maintenance. CITY may report defects and other issues related to the Third Party Software directly to TYLER, and TYLER will (a) directly address the defect or issue, to the extent it relates to TYLER's interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that CITY have a separate, direct maintenance agreement in effect with that Developer.

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

1. Invoicing and Payment. TYLER will invoice CITY for all fees set forth in the Investment Summary per our Invoicing and Payment Policy as set forth in Exhibit B incorporated herewith by reference, subject to Section F(2), below.
2. Invoice Disputes. If CITY believes any delivered software update or service does not conform to the warranties in this Agreement, CITY will provide TYLER with written notice within thirty (30) days of CITY's receipt of the

applicable invoice. The written notice must contain reasonable detail of the issues CITY contend are in dispute so that TYLER can confirm the issue and respond to CITY's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in CITY's notice. TYLER will work with CITY as may be necessary to develop an action plan that outlines reasonable steps to be taken by the Parties to resolve any issues presented in CITY's notice. CITY may withhold payment of the amount(s) actually in dispute, and only those amounts, until TYLER completes the action items outlined in the agreed upon action plan. If TYLER is unable to complete the action items outlined in the action plan because of CITY's failure to complete the action items agreed to be done by CITY, then CITY will remit full payment of the invoice. TYLER reserves the right to suspend delivery of all services, including maintenance and support services, if CITY fails to pay an invoice not disputed as described above within fifteen (15) days of receipt of TYLER's notice of intent to suspend delivery of services for non-payment.

## **SECTION G – TERMINATION**

1. For Cause. If CITY believes TYLER has materially breached this Agreement, CITY will invoke the Dispute Resolution clause set forth in Section I(3). CITY may terminate this Agreement for cause in the event TYLER 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 I(3). In the event of termination for cause, CITY will only pay TYLER for all undisputed fees and expenses related to the software updates, and services CITY received, or TYLER incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If CITY should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, CITY may unilaterally terminate this Agreement effective on the final day of the fiscal year through which CITY has funding. CITY will make every effort to give TYLER at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, CITY will pay TYLER for all undisputed fees and expenses related to the software and/or services CITY have received, or TYLER have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. CITY will not be entitled to a refund or offset of previously paid license and other fees.
3. Force Majeure. CITY or TYLER may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, CITY will pay TYLER for all undisputed fees and expenses related to the software and/or services CITY received, or TYLER incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. CITY will not be entitled to a refund or offset of previously paid license and other fees.
4. Termination without Cause. Either party may terminate this Agreement for any reason by providing the other party with written notice of termination by January 15 of any contract year.
5. Effect of Expiration or Termination. Within seven (7) business days after the effective date of any expiration or termination of the Agreement, TYLER will provide reasonable cooperation and assistance to CITY [upon CITY's written request and at CITY's expense] in transitioning the terminated services to an alternate service provider. In the event of termination for cause, TYLER will refund to CITY on a pro-rata basis, fees pre-paid by the CITY for the current contract year for services not rendered. Such refund shall be remitted to CITY within 60 days of the effective date of termination.

## **SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

### **1. Intellectual Property Infringement Indemnification.**

- 1.1 TYLER will indemnify, defend, and hold harmless CITY, its officers, agents and employees, from and against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and TYLER will pay the amount of any resulting adverse final judgment (or settlement to which TYLER consents). CITY must notify TYLER promptly in writing of the claim and if TYLER accepts tender of defense, give TYLER sole control over its defense or settlement. CITY agrees to provide TYLER with reasonable assistance, cooperation, and information in defending the claim at TYLER's expense.
- 1.2 TYLER's obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on CITY's: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by TYLER; (c) altering or modifying the Tyler Software, including any modification by third parties at CITY's direction or otherwise permitted by CITY; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after TYLER notifies CITY to discontinue use due to such a claim.
- 1.3 If TYLER receives information concerning an infringement or misappropriation claim related to the Tyler Software, TYLER will, at its sole expense, either: (a) procure for CITY 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 CITY will stop running the allegedly infringing Tyler Software immediately. Alternatively, TYLER may decide to litigate the claim to judgment, in which case CITY may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and CITY's 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 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.. TYLER will pursue those options in the order listed herein. This section provides CITY's exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

### **2. General Indemnification.**

- 2.1 TYLER will defend, indemnify and hold harmless CITY and CITY'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 (a) personal injury or property damage to the extent caused by TYLER's negligence or willful misconduct; or (b) TYLER's violation of PCI DSS requirements or a law applicable to our performance under this Agreement. CITY must notify TYLER promptly in writing of the claim and if TYLER accepts the tender of defense, give TYLER sole control over its defense or settlement. CITY agrees to provide TYLER with reasonable assistance, cooperation, and information in defending the claim at TYLER's expense.
- 2.2 To the extent permitted by applicable law, CITY will indemnify and hold harmless TYLER and TYLER'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 CITY's negligence or willful misconduct. TYLER will notify CITY promptly in writing of the claim and will give CITY sole control over its defense or settlement. TYLER agrees to provide CITY with reasonable assistance, cooperation, and information in defending the claim at CITY's expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY CALIFORNIA 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 OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, A PARTY'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 ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. 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 CALIFORNIA 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 H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY CALIFORNIA LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
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 add CITY as an additional insured to its Commercial General Liability and Automobile Liability policies, which will automatically add CITY as an additional insured to its Excess/Umbrella Liability policy as well. TYLER will provide CITY with copies of certificates of insurance prior to execution of this Agreement.

#### **SECTION I – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services.** CITY may purchase additional products and services at the rates set forth in the Investment Summary attached hereto as Exhibit A and incorporated herein by reference, for twelve (12) months from the Effective Date.
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.** Each Party agrees to provide the other Party with written notice within thirty (30) days of becoming aware of a dispute between them. Parties agree to try to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. If the Parties do not resolve the dispute, then the parties may participate in non-binding mediation in an effort to resolve the dispute. If both Parties agree to mediation, the Parties shall select a mutually agreeable mediator, the costs of mediation will be shared equally, each Party to bear their own legal costs, and mediation will be scheduled to occur within thirty (30) days of the Parties' last dispute resolution meeting, unless otherwise agreed by the Parties. If the dispute

remains unresolved after mediation, then either Party may assert its respective rights and remedies in a court of competent jurisdiction in Placer County, California. Nothing in this section shall prevent a Party 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 CITY is a tax-exempt entity, CITY agrees to provide TYLER with a tax-exempt certificate. Otherwise, TYLER will pay all applicable taxes to the proper authorities and CITY will reimburse TYLER for such taxes. If you have a valid direct-pay permit, CITY agrees to provide TYLER with a copy. For clarity, TYLER is responsible for paying income taxes, both federal and state, as applicable, arising from its performance of this Agreement. CITY is responsible for paying sales, use, or excise tax, as may be applicable.
5. Nondiscrimination. TYLER will not discriminate against any person employed or applying for employment concerning the performance of its 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.
6. E-Verify. 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 CITY's project.
7. Subcontractors. TYLER will not subcontract any services under this Agreement without CITY's 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 CITY 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, CITY'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 its assets.
9. Force Majeure. 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 CITY and TYLER. 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 CITY and TYLER with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by CITY, if any, are for CITY'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.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. TYLER is an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. 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 non-public 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 California 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:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event CITY receives an open records or other similar applicable request, CITY will give TYLER prompt notice and otherwise perform the functions required by applicable law.

Notwithstanding the foregoing, each Party may disclose confidential information to the limited extent required to (1) comply with a subpoena, order of the court or other governmental body, provided the Party making the disclosure shall first have given written notice to the other Party; and (2) to establish a Party's rights under this Agreement, including to make required court filings.

17. Business License. In the event a local business license is required for TYLER to perform services hereunder, CITY will promptly notify TYLER and provide TYLER with the necessary paperwork and/or contact information



so that TYLER may timely obtain such license.

18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

19. 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.

20. Contract Documents. This Agreement includes the following exhibits which are incorporated herein by reference:

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

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Rocklin

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

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

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

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

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

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

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

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

Address for Notices:

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

Address for Notices:

City of Rocklin  
3970 Rocklin Road  
Rocklin, CA 95677  
Attention: City Attorney

## **Exhibit A Investment Summary**

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

**SEE ATTACHED INVOICE LISTING SOFTWARE,  
PRODUCTS, AND SERVICES**



**Remittance:**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# Invoice

<b>Invoice No</b>	<b>Date</b>	<b>Page</b>
045-250459	02/01/2019	1 of 2

**Questions:**  
 Tyler Technologies - ERP & Schools  
 Phone: 1-800-772-2260 Press 2, then 1  
 Email: ar@tylertech.com



Bill To: CITY OF ROCKLIN  
 ATTN: ACCOUNTS PAYABLE  
 3970 ROCKLIN ROAD  
 ROCKLIN, CA 95677

Ship To: CITY OF ROCKLIN  
 ATTN: ACCOUNTS PAYABLE  
 3970 ROCKLIN ROAD  
 ROCKLIN, CA 95677

**INVOICE WITH UPDATED TERM PENDING EXECUTION OF AGREEMENT**

<b>Cust No.-BillTo-ShipTo</b>	<b>Ord No</b>	<b>PO Number</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
4875 - MAIN - MAIN	118222		USD	NET30	03/03/2019

Date	Description	Units	Rate	Extended Price
Contract No.: ROCKLIN, CA				
	DISASTER RECOVERY CONTRACT	1	13,400.51	13,400.51
	Maintenance: Start: 16/Mar/2019, End: 15/Mar/2020			
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	16,890.27	16,890.27
	Maintenance: Start: 16/Mar/2019, End: 15/Mar/2020			
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	3,556.25	3,556.25
	Maintenance: Start: 16/Mar/2019, End: 15/Mar/2020			
	SUPPORT & UPDATE LICENSING - EMPLOYEE SELF SERVICE	1	1,939.91	1,939.91
	Maintenance: Start: 16/Mar/2019, End: 15/Mar/2020			
	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	1,616.34	1,616.34
	Maintenance: Start: 16/Mar/2019, End: 15/Mar/2020			
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	3,717.27	3,717.27
	Maintenance: Start: 16/Mar/2019, End: 15/Mar/2020			
	SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS	1	4,198.94	4,198.94
	Maintenance: Start: 16/Mar/2019, End: 15/Mar/2020			
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE	1	2,748.06	2,748.06
	Maintenance: Start: 16/Mar/2019, End: 15/Mar/2020			
	SUPPORT & UPDATE LICENSING - PAYROLL	1	5,333.62	5,333.62
	Maintenance: Start: 16/Mar/2019, End: 15/Mar/2020			
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	3,878.32	3,878.32
	Maintenance: Start: 16/Mar/2019, End: 15/Mar/2020			
	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	3,232.68	3,232.68
	Maintenance: Start: 16/Mar/2019, End: 15/Mar/2020			
	SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT	1	3,232.68	3,232.68
	Maintenance: Start: 16/Mar/2019, End: 15/Mar/2020			
	TYLER FORM PROCESSING SUPPORT	1	3,257.78	3,257.78
	Maintenance: Start: 16/Mar/2019, End: 15/Mar/2020			
	GUI SUPPORT	50	60.00	3,000.00
	Maintenance: Start: 16/Mar/2019, End: 15/Mar/2020			
	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT	1	13,400.51	13,400.51
	Maintenance: Start: 16/Mar/2019, End: 15/Mar/2020			



**Remittance:**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# Invoice

<b>Invoice No</b>	<b>Date</b>	<b>Page</b>
045-250459	02/01/2019	2 of 2

**Questions:**  
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Ship To: CITY OF ROCKLIN  
 ATTN: ACCOUNTS PAYABLE  
 3970 ROCKLIN ROAD  
 ROCKLIN, CA 95677

<b>Cust No.-BillTo-ShipTo</b>	<b>Ord No</b>	<b>PO Number</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
4875 - MAIN - MAIN	118222		USD	NET30	03/03/2019

Date	Description	Units	Rate	Extended Price
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**\*\*ATTENTION\*\***  
 Order your checks and forms from  
 Tyler Business Forms at 877-749-2090 or  
 tylerbusinessforms.com to guarantee  
 100% compliance with your software.

Subtotal	83,403.14
Sales Tax	0.00
Invoice Total	83,403.14

## Exhibit B Invoicing and Payment Policy

TYLER will provide CITY with the software updates and services set forth in the Investment Summary (Exhibit A). Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** TYLER will invoice CITY for the applicable services fees in the Investment Summary (Exhibit A) as set forth below. CITY's rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *Maintenance and Support Fees:* Maintenance and support fees for Years 1-5 are as set forth below. Such fees are due on March 3 of every year this Agreement is in effect. Fees beyond Year 5 shall be at our then-current rates.

Year 1 (FY 20/21): \$83,403.14 (standard 5% annual fee increase waived)

Year 2 (FY 21/22): \$83,403.14 (standard 5% annual fee increase waived)

Year 3 (FY 22/23): 5% increase over Year 2

Year 4 (FY 23/24): 5% increase over Year 3

Year 5 (FY 24/25): 5% increase over Year 4

2. Expenses. 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 the Business Travel Policy attached hereto as Exhibit B, Schedule 1, plus up to a 10% travel agency processing fee. Copies of receipts will be provided upon CITY's request at no charge. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available because those items are paid on a fixed fee basis, and mileage is calculated using the GSA rate.

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

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating

**Exhibit B**  
**Schedule 1**  
**TYLER's Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

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

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

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

B. Baggage Fees

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

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags. Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

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

### B. Rental Car

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

### C. Public Transportation

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

### D. Parking & Tolls

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

## 3. Lodging

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

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

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

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

#### 4. Meals and Incidental Expenses

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

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

##### A. Overnight Travel

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

##### Departure Day

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

##### Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

##### B. Same Day Travel

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

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



## 5. Internet Access – Hotels and Airports

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

## 6. International Travel

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

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

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

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

## Exhibit C

### Maintenance and Support Agreement

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

1. Term. TYLER will provide maintenance and support services on an annual basis, for five years. The term of this Agreement commences on March 16, 2020 and remains in effect through March 15, 2025, unless earlier terminated in accordance with the provisions of this Agreement.
2. Maintenance and Support Fees. CITY's maintenance and support fees for the Tyler Software are listed in the Investment Summary attached as Exhibit A and incorporated herewith by reference, and CITY's payment obligations are set forth in the Invoicing and Payment Policy, attached as Exhibit B. TYLER reserves the right to suspend maintenance and support services if CITY fails to pay undisputed maintenance and support fees within thirty (30) days of our written notice. TYLER will reinstate maintenance and support services if CITY pays all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. CITY agrees not to use the Help Desk as a substitute for TYLER's training services on the Tyler Software. TYLER will, consistent with the Support Call Process:
  - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version) to include any virus or malware caused by TYLER or the Tyler Software; provided, however, that if CITY modifies the Tyler Software without TYLER's consent, TYLER's obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
  - 3.2 provide telephone support during our established support hours;
  - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 3.4 provide CITY with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that TYLER makes generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with TYLER's then-current release life cycle policy.
4. CITY Responsibilities. TYLER will use all reasonable efforts to perform any maintenance and support services remotely. Currently, TYLER uses a third-party secure unattended connectivity tool called Bomgar, as well as GoToAssist by Citrix. Therefore, CITY agrees to maintain a high-speed internet connection capable of connecting TYLER to CITY's PCs and server(s). **TYLER agrees to obtain verbal or written approval from CITY staff prior to initiating remote support sessions. The remote support software used by TYLER should not permit or be configured to allow remote support sessions or remote control of CITY servers or PCs without CITY staff acceptance of each individual session.** CITY agrees to provide TYLER with a login account and local

administrative privileges as TYLER may reasonably require to perform remote services. **TYLER will limit activities on CITY Servers and PCs to only those activities required to install, administer, maintain, and support the TYLER software solution and data. TYLER will not share any information related to their remote access including usernames and passwords with any third party. The CITY maintains the right to revoke remote access at any time and for any reason.** TYLER will use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If TYLER cannot resolve a support issue remotely, TYLER may be required to provide onsite services. In such event, TYLER will be responsible for its travel expenses, unless it is determined that the reason onsite support was required was a reason outside of TYLER's control. CITY agrees to provide TYLER 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 TYLER to provide the maintenance and support services, all at no charge to TYLER. TYLER strongly recommends that CITY also maintain a VPN for backup connectivity purposes.

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

In order for TYLER to provide the highest level of software support, CITY bears the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by CITY;
  - (b) CITY will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
  - (c) CITY will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) consulting services not related to the software updates, maintenance, and training described in the Agreement; (e) maintenance and support of an operating system or hardware, unless CITY is a hosted customer; (f) support outside our normal business hours as listed in the Support Call Process; or (g) training services or third party product costs related to a new release.
  7. Support Call Process. The Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1. The Parties understand the support call process may be adjusted by TYLER, but the level of service provided to CITY shall not be less than is described in Exhibit C Schedule 1.

## Exhibit C Schedule 1 Support Call Process

### Support Channels

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

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

### Support Resources

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

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

### Support Availability

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

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

# Issue Handling

## Incident Tracking

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

## Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

### *Incident Escalation*

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

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

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

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

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

### *Remote Support Tool*

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