



Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and the Clay County Clerk, Clay County, Texas (the "Client") as of the last date written below (the "Effective Date")

Background

WHEREAS, Tyler and the State of Texas Office of Court Administration entered into a Master Services Agreement for a Unified Case Management System dated August 24, 2021 ("UCMS");

WHEREAS, Client is a current customer of Tyler and a user of Tyler's proprietary software pursuant to a UCMS Participation Agreement dated April 19, 2022, and

WHEREAS, Client desires to engage Tyler to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and the Client agree as follows.

A. Tyler shall furnish the services described in this Agreement, and Client shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein (1) Schedule 1, (2) Schedule 2 – Milestone Billing Schedule, (3) Terms and Conditions; and (4) Statement of Work

Schedule 1

Investment Summary

Implementation Services	
Enterprise Case Manager Services	Cost
County Clerk Conversion	\$97,125
Total Enterprise Case Manager Conversion Services	
\$97,125	
Travel Expenses	
Cost	
Travel expenses will be billed as incurred according to Tyler's standard business travel policy.	

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto.

TYLER TECHNOLOGIES, INC

CLAY COUNTY CLERK
CLAY COUNTY, TEXAS

By: Sherry Clark
Name: Sherry Clark
Title: Group General Counsel
Date: 2/11/2025

By: [Signature]
Name: MARK STANLEY
Title: CLAY COUNTY CLERK
Date: 2/10/2025

**Schedule 2
Milestone Billing Schedule**

Service/License Payment Milestone Billing Schedule							Clay County Clerk	
Item	Milestone/Activity	Description	Amount	Stage Total	% of G/C	Est. Timeframe	Comments	
Initial Stage:			9,777	9,777	1000%		25 weekly reports (per month) submitted monthly with the total paid (fixed fee only) based on the number of reports. All items to be billed regardless of number of reports produced.	
Stage 1: Initiation & Plan								
1.1	Initial Coordination	1.1.1 Project Management Plan	2,912	14,658	3.00%			
1.2	Project Plan Planning	1.2.1 Project Operational Plans	2,912		3.00%			
		1.2.2 Initial Project Schedule	2,912		3.00%			
1.3	Infrastructure Planning	1.3.1 Infrastructure Design Document (Client Connection Notes) (SaaS)	2,912		3.00%			
1.4	Stakeholder Plan, etc.	1.4.1 Stakeholder Meeting Presentation	2,912		3.00%			
Stage 2: Analysis & Definition								
2.1	Solution Definition	2.1.1 Solution Definition	5,423	19,411	6.00%			
2.2	Current & Future State Analysis	2.2.1 Current & Future State Analysis Report	5,423		6.00%			
2.3	Conversion Assessment	2.3.1 Data Conversion Non-Duplicate Checklist	7,764		8.00%			
Stage 3: System Development								
3.1	Initial System Development	3.1.1 Initial System Development (Client/Signature Migrated on servers)	3,611	23,318	2.00%			
3.2	Configuration	3.2.1 Configuration Plan	2,912		3.00%			
		3.2.2 Initial Configuration Complete	2,912		3.00%			
		3.2.3 Security Workshop Complete	2,912		3.00%			
		3.2.4 (a) Forms Workshop Complete	2,912		3.00%			
		3.2.4 (b) Configuration Training Workshop	2,912		3.00%			
3.3	Conversion Delivery	3.3.1 Conversion Pre-Production Reports / Reviews Complete (Track 1)	7,279		7.50%			
Stage 4: Production Readiness								
4.1	Solution Validation	4.1.1(A) Solution Validation Report (Track 1)	771	4,813	0.75%			
4.2	Go Live Readiness	4.2.1(A) User Acceptance Testing Checklist (Track 1)	401		0.40%			
4.3	End User Training	4.3.1(A) End User Training (Track 1)	3,631		3.50%			
Stage 5: Production Support								
5.1	Go-Live	5.1.1(A) Data Available in Production Environment (Track 1)	13,833	14,558	14.25%			
5.2	Transition to Client Services	5.2.1 Client Services Support Document	378		0.35%			
Stage 6: Close Out								
6.1	Final Close Out	6.1.1(A) Post-Implementation Review (Track 1)	2,476	4,853	2.50%			
6.2	Project Close Out	6.2.1 Post-Project Report	2,476		2.50%			
Grand Total:			97,311	97,311	100.00%			

Professional Services Agreement Terms and Conditions

1. Services Tyler shall perform the services set forth in Schedules 1 and 2 as further described in the Statement of Work.

2. Compensation Tyler shall perform its services hereunder on a fixed cost basis at the rates specified in Schedule 1. In addition, the Client shall reimburse Tyler for travel, lodging and food expenses reasonably incurred by Tyler in performing its services hereunder as set forth in Schedule 1. Tyler shall invoice the Client in accordance with the Milestone Billing Schedule set forth in Schedule 2, which invoices shall be due and payable within thirty (30) days. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

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

3. Term and Termination This Agreement shall commence as of the Effective Date and shall continue until terminated or all work is complete (the "Term"). The Client may terminate this Agreement at any time by delivering a written notice of its intent to terminate to Tyler; provided, however, that the Client must pay Tyler for all costs and expenses incurred under this Agreement prior to the date of termination. Tyler may terminate this Agreement if the Client fails to pay any invoice when due or if the Client breaches any of its other obligations hereunder. Upon termination for any reason, each party shall immediately return all documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination.

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

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents, or
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure, or
- (c) a party receives from a third party who has a right to disclose it to the receiving party, or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena, provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

5. Warranty Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

6. Limitation of Liability

THE LIABILITY OF TYLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO TOTAL FEES PAID TO TYLER UNDER THIS AGREEMENT.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOST REVENUES OR PROFITS OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6, SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE

FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF EITHER PARTY, (B) DAMAGES OCCASIONED BY VIOLATION OF LAW.

7. Force Majeure Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.

8. Insurance Upon written request, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:

- 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; and
- d) Workers compensation complying with statutory requirements.

9. Miscellaneous

(a) Tax Exempt Status Client is a governmental tax-exempt entity and shall not be responsible for any taxes for any services provided for herein whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

(b) Assignment Neither Tyler nor the Client shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.

(c) Counterparts This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) Entire Agreement This Agreement and the Schedules hereto constitute the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof. The Exhibits to this Agreement are incorporated by reference herein.

(e) Amendment This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.

(f) Relationship of Parties The parties intend that the relationship between the parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.

(g) Governing Law Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

(h) No Third Party Beneficiaries Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

(i) Equitable Relief Each party covenants, represents, and warrants that any violation of this Agreement by such party with respect to its respective obligations set forth in Section 4 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a Court of competent jurisdiction, including without limitation, temporary restraining orders and preliminary and permanent injunctions without the necessity of posting bond or security.

(j) Survival The provisions of Sections 4 through 9 shall survive the expiration or termination of this Agreement.

Statement of Work

1.1 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment														
	Tyler								Clay County						
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads
Extract Data from Source Systems					C						A				
Review and Scrub Source Data			I	I	I						A	R		C	
Build/Update Data Conversion Plan			R	C	C						C	I			I

Inputs:	Clay County Source data
	Clay County Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria (only) for Deliverables
	Data Conversion Plan built/updated	Clay County Acceptance of Data Conversion Plan, If Applicable

Work package assumptions:

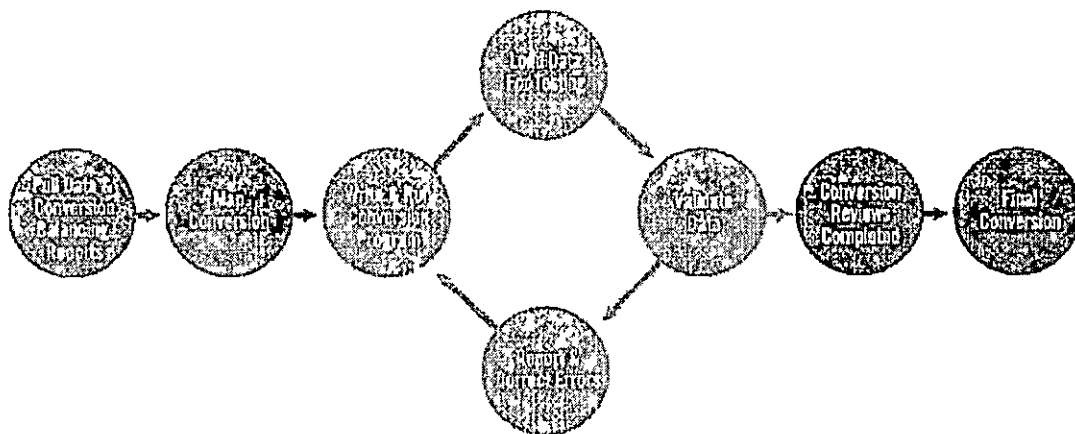
- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format

- Tyler will work with the Clay County representatives to identify business rules before writing the conversion
- Clay County subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort

1.2 Conversion Delivery

The purpose of this task is to transition the Clay County's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Clay County will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Clay County to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion)

STAGE 3	Data Delivery & Conversion																
	Tyler								Clay County								
RACI MATRIX KEY R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I					
Populate data crosswalks/code mapping tool			A	R	C						I	C		C			
Iterations Conversion Development			A	C	R						I						
Iterations Deliver converted data			A	C	R						I						
Iterations Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria (only) for Deliverables
	Code Mapping Complete / Validated	N/A
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The Clay County will provide a single file layout per source system as identified in the investment summary.
- The Clay County subject matter experts and resources most familiar with the current data will be involved in the data conversion effort
- The Clay County project team will be responsible for completing the code mapping activity, with assistance from Tyler

2. Conversion Specifications

2.1.1 Legacy System Information

Phase	Legacy System	Scope ¹	Target Product(s)	Office	Test Pushes	Production Pushes
TBD	IDocket	UCMS	Enterprise Justice Case Manager	County Court	2-5	1

¹ See chart below for scope definitions

2.1.2 Legacy Extract Requirements

Format

The following file formats can be loaded by Tyler. Other than agreed upon changes, the format and organization of the extract is expected to be the same for each conversion execution.

Format	Notes
SQL Server Backup	▪ Preferred format ▪ Use native SQL Server backup, not 3rd party tool. ▪ Should be version compatible with targeted SQL Server version used for Enterprise Justice ▪ All proprietary code in stored procedures, views, functions, and triggers can be removed
Delimited Text Files	▪ One file per source table, one row per source row ▪ Use first row as header to specify column names ▪ Use a character as the column delimiter not found in text columns. Pipes are preferred ▪ Do not use comma as the column delimiter ▪ Do not use quotes to enclose column values
Fixed-Width Text Files	▪ One file per source table, one row per source row ▪ Include a separate document defining column names and widths. Can be same document for all files

Frequency

An initial extract is requested as early in the project as possible so analysis can begin. Subsequent extracts will be required 1-2 weeks before each test conversion push and once at go-live.

Content

For the initial extract, include all data except for document and images, or system tables containing logs. It is preferred that all possible data is reviewed while performing initial analysis to avoid missing critical information. Tyler will identify if there are large portions of the extract that can be optionally excluded by the Clay County later in the project.

Delivery

The initial extract will need to be downloaded to a Tyler server using Kiteworks, Tyler's fully-CJIS secure FTP transfer site. When using Kiteworks, a secure client-specific folder will be created. For on-site clients, subsequent extracts can be saved to an internal file server. SaaS clients will continue to use FTP.

Supplemental Documentation

The following is helpful when defining the conversion rules at the beginning of a project. Please include the following with the initial extract if available and approved by any 3rd party vendor.

- Data Dictionaries
- Entity Relationship Diagrams
- Legacy System Administration or User Documentation
- Legacy System Screenshots

2.1.3 Conversion Scope – Included Data Elements

The following charts indicate which data elements will be migrated. Data must be available and presented to Tyler in the legacy data.

Legend:

F = Odyssey Fields, T = Conversion Tab, NC = Not Converted

*CJIS conversion may be an option for ICJ accounts, for an additional cost.

**F = Single conversion event / hearing

***F = Using a standard offense config with minimal local configuration

****F = Summary is part of the detail

*T - Current outstanding balance, per fee, will convert to the Financial Tab. Historical financial transactions will convert to the Conversion Tab. Registry data will be converted to the Conversion Tab.

**T - Warrants - Tyler will convert current warrant status only. If reconciliation of the active warrants cannot be easily attained by the end of the first client data review, Tyler Tech reserves the right to only convert warrant data to the Conversion Tab or will inactivate all warrant data that is converted.

Data Conversion Scope - Case Manager			
Record	Tab	Section	UCMS Scope
Case	Appeals	All	NC
Case	Appointments	All	NC
Case	Arbitration	All	NC
Case	Atty Pmts	All	NC
Case	Audit	All	NC
Case	Bonds	All	T
Case	Causes	All	NC
Case	Charges	All	F***
Case	CJIS	All	NC*
Case	Conditions	All	NC
Case	Detail	All	F
Case	Discovery	All	NC

Case	Disposition	All	T
Case	Documents	All	F
Case	Events	All	F**
Case	Exhibits	All	NC
Case	Financial	All	T*
Case	Forfeitures	All	NC
Case	Hearings	All	F**
Case	Inquest	All	NC
Case	Notes	All	F
Case	Parties	All	F
Case	Prot. Orders	All	NC
Case	Service	All	T
Case	State Report	All	NC
Case	Summary	All	F****
Case	Time Stds	All	NC
Case	Warrants	All	T**
Party	Additional	All	F
Party	Associates	All	NC
Party	Employment	All	NC
Party	General	All	F
Party	Notes	All	F
Party	Relationships	All	NC
Party	Separations	All	NC
Party	Vehicles	All	NC

2.1.4 Data Mapping Documentation and Philosophy

When determining how data will migrate from a legacy system to Tyler products, Tyler aims to convert the legacy data in such a manner as the data will appear and behave as if it originated from the Tyler product.

During the Conversion Assessment, legacy data will be mapped to fields in Tyler product databases, or Tyler conversion tool databases. Depending on the organization of the legacy data, mapping may be at a table level vs. field-level. For example, if a legacy file contains addresses, instead of mapping each field during the initial assessment, the legacy file will be mapped to Tyler's address table. During the actual script development, an engineer will determine individual field-to-field mappings.

Data Mapping is captured in a spreadsheet. To track the decision of each file, table, and/or field. This mapping is primarily intended to guide the engineer during ETL development but also facilitates conversations with the Clay County around ambiguous data. This mapping document is not maintained the life of the project. Once ETL development has started, the scripts represent the decisions made for converting data at the field level.

2 1 5 Standard Conversion Assumptions

- 1 Client will provide legacy extracts as either SQL Server backups or flat files
- 2 Client will provide initial legacy extracts for data mapping, and subsequent extracts just prior to each test or production push
- 3 Tyler will migrate data as-is except where transformation, splitting, or merging must occur to avoid Enterprise application errors
- 4 Tyler will not merge parties during the conversion process
- 5 Tyler will not merge data from multiple legacy systems during the conversion process
- 6 If migrating documents or images, the legacy system either provides network path information to the files or the client provides an "index" file with pertinent information such as file path, case number, etc
- 7 Text fields containing multiple data points will not be parsed and copied to multiple Enterprise fields. Party names are an exception if there is some consistency to the formatting of the name parts
8. Conversion decisions will be made by Tyler. This includes decisions for custom business rules. Custom business rules will be limited for the UCMS conversion scope
- 9 Tyler will complete code mapping and data mapping activities. Tyler will make key mapping decisions
- 10 Data will be delivered to Tyler in a pre-defined format