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May 12, 2020

Mr. Calvin Hicks, Jr.
Chief Appraiser
Property Appraisal Department
120 W Trinity Place
Decatur, GA 30030

Letter of Agreement
CRM #: 7815508

Based on Appendix A-Scope of Services for DeKalb County, GA, Tyler Technologies, Inc. agrees to the following proposed scope of work as detailed in the attached requirements section.

DeKalb County has requested assistance with their Market Valuation Process. Tyler Technologies will assist the county in the conduct of the update of residential/condominium/townhome values for 2021, 2022, 2023, 2024 and 2025 tax years.

2021-2025 Tax Years/NTE \$40,000 per calendar year

Off-site: \$195.00 per hour

On-site: \$230.00 per hour + Travel Expenses (Dates TBD)

Estimated off-site up to 150hrs (\$29,250.00)

Estimated on-site up to 3 days (\$5,520.00 + Travel Expenses)

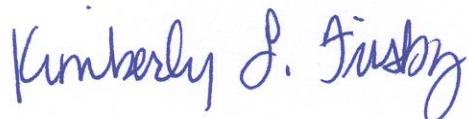
*Tyler will invoice the work Quarterly

If you are satisfied with this estimate and would like to have Tyler Technologies provide the services mentioned above, please sign the e-mailed/faxed copy where indicated and return by e-mail/fax as soon as possible so that we may schedule the work.

DeKalb County, GA
May 12, 2020
CRM #7815508
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If you have any questions regarding the attached estimate, please feel free to call (800-800-2581), or email me at kim.frisby@tylertech.com.

Sincerely,



Kimberly L. Frisby
Vice President Support Services

KLF:clw:krs

I concur with and do hereby accept the terms and conditions of this Letter of Agreement.

DeKalb County, GA

Calvin Hicks Jr.

Date: _____

Estimate

Market Valuation Assistance

Client: DeKalb County, GA
CRM #: 7815508
Date: 5/12/2020
Summary: Assistance in the conduct of the update of Residential/Condominium/Townhouse Values for 2021, 2022, 2023, 2024 & 2025 Tax Years

Overview

Tyler Technologies will assist DeKalb County in the conduct of the update of Residential/Condominium/Townhome Values for 2021, 2022, 2023, 2024 & 2025 tax years.

Description

Company Personnel

Tyler will provide the services related to the revaluation project.

Project Planning and Reporting

Kick-off Meeting

Company will meet with County to review a number of factors affecting the project. They include County's timeframe for activities, personnel and IT resources, company resources and overall plan to accomplish the objectives of the revaluation.

Monthly Progress Reports

In addition to continual communication via email and telephone, the Company will issue monthly progress reports detailing what has been accomplished, issues encountered and hours reported by the team.

Technical Activity

1. Establish project plan identifying activities and milestones for Company and County
2. Review and update "Variable Definition for Market Valuation"
3. Review and update parameters used in the market valuation forms setup
4. Periodically extract sales such that the MKSALES (the modeling database) is up to date
5. Review and update market valuation model terms by model
6. Execute outlier detection processes
7. Communicate outliers to County

8. If possible, establish a two-tier outlier identification – “B” for bypass in MRA, but use in comps and “D” for do not use in MRA or Comps
9. Review and update comparable selection criteria by Model
10. Produce test comparable sales values for County to review
11. Update MRA variables and Comp selection weights based on County feedback
12. Produce “final” market value estimates for County review

Estimate

Appeals of Assessment SmartFile Filing

Client: Dekalb County
CRM #: 6730040
Date: 2/15/2019 – REVISED 5/8/2020
Summary: Dekalb County, GA is requesting the implementation of an Appeal of Assessment form within SmartFile

Description

Dekalb County Georgia wishes to leverage SmartFile by creating in it the forms currently used for submitting an Appeal of Assessment Form. Currently this form is completed either by hand or electronically as PDF files, and physically submitted to the office for processing along with any supplemental documentation. The electronic alternative for form submission will interface with iasWorld for application maintenance.

Final Deliverable

One form will be developed and made available for filing in the SmartFile system.

Public users will be able to search by Parcel Id, Owner name, or Parcel Address and have this selection prepopulate information in the form.

This filing will send automated emails to the public user, based on the email provided when creating their Smartfile login account, after application submission and also upon approval or rejection.

Data presented in SmartFile for maintenance is stored and processed by Parcel ID therefore it is a prerequisite that a parcel ID exists in order to file an application electronically.

This filing will allow the attachment of supporting documentation such as a photo Id or income documents.

This filing will NOT integrate with any 3rd party payment system.

Work Effort Detail for Requested Modification

Services:	Estimated Hours	Estimated Cost
Task Management	32.0	
Requirements Gathering & Design	52.0	
Development Programming	0.0	
Analyst Review/Configuration/Testing	136.0	
Documentation & Training	8.0	
Software Release/Delivery	24.0	
Total Hours	252.0	\$31,500
2 days on-site (if needed)		\$3,600
Travel Expense		
Subscription Fee:		
Annual SaaS Fee (Begins at project initiation)		\$39,000

PLEASE NOTE: Tyler Technologies is not responsible for recreating configurations and setups in any environment when a refresh or update removes this work. If this should occur, Tyler will charge an additional fee for the additional time and effort to recreate the configurations within the iasWorld site. Consideration should be made to ensure that refresh and/or update discussions occur with your implementation team to ensure project success.

Description of Estimate:

All Estimates provided for client requested software modifications to the IAS Product are based on all time expense requirements to occur in six key phases in the development process. The basic tasks are involved in each phase of the development process follow:

Task Management

The Task Management phase includes time required for general task management routines over the course of the enhancement/modification process. Included in this estimate is time required for CRM maintenance/review, status updates, communication, etc.

Requirements Gathering & Design

The Requirements Gathering & Design phase includes any time required for business analysts to research/gather requirements for the requested enhancement/modification and to produce functional

specifications. This section also includes time required to perform any GAP analysis for the requested enhancement/modification.

Development Programming

The Development Programming phase includes time required for a developer to code the requested enhancement/modification as presented in the functional specifications provided by the business analyst. This section also includes time required for the developer to unit test the enhancement/modification.

Analyst Review/Configuration/Testing

The Analyst Review/Configuration/Testing phase includes time required for the installation/configuration of the requested enhancement/modification as well as final review and quality assurance testing by an analyst. Testing may be performed in the client environment or a Tyler Technologies environment.

Documentation & Training

The Documentation & Training phase includes timer require to create new documentation or for any updates to existing documentation by a business analyst. Included in this phase are any training related requirements.

Software Release & Delivery

The Software Release & Delivery phase includes time required for all version control and release functions impacted by the enhancement/modification. This section includes time spent for version control checkout and check-in of programming modifications and any compilation tasks required.



Appraisal & Tax Division Terms & Conditions

INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

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

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.

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.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO TYLER'S INDEMNIFICATION OBLIGATIONS.

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, INCLUDING BUT NOT LIMITED TO LOSS OF TAX REVENUE OR CLAIMS RELATED TO VALUATION OF PROPERTY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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) 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 Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. The parties acknowledge that the terms and conditions of this Agreement are based on the laws, rules and regulations as of the effective date of this Agreement. In the event any applicable laws, rules or regulations change so as to create additional work for us not provided for in this Agreement, Client shall allow us a reasonable extension of time to complete the services, and additional compensation to be negotiated.

FORCE MAJEURE

Neither party shall be liable to the other for any loss, damage, failure, delay, or breach in rendering any services or performing any obligations hereunder to the extent that such failure, delay, or breach results from any cause or event beyond the control of the party being released hereby ("Force Majeure"), including, but not limited to acts of God, acts or omissions of civil or military authorities (acting in their sovereign, but not in their contractual, capacity), floods, torrential rainfall, other severe or unusual weather or climatic conditions, which would exist for a substantial period of time and would have an affect so as to substantially impair the complete deadline, epidemics, quarantines, other medical restrictions or emergencies, defects or failures in equipment or materials owned or supplied by the other party, strikes or other labor actions, embargoes, wars, civil disobedience, riots, terrorism, extreme inflation (eight percent or greater per year) or of governmental rationing of fuel and/or power which would result in a severe shortage thereof, which would substantially impair the proposed completion deadline.

If either party is prevented or delayed in the performance of its obligations hereunder by Force Majeure, that party shall immediately notify the other party in writing of the reason for the delay or failure to perform, describing in as much detail as possible the event of Force Majeure causing the delay or failure and discussing the likely duration of the Force Majeure and any known prospects for overcoming or ameliorating it. Both parties agree to take any commercially reasonable measures to overcome or ameliorate the Force Majeure and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure is overcome or ameliorated.

TERMINATION

This Agreement may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of termination, Tyler shall be entitled to receive payment in full (at the amounts and rates set forth herein, or if not specifically set forth in this Agreement, at Tyler's then-current rates) for all services Client has received or Tyler has incurred or delivered, prior to the effective date of termination.

NON-SOLICITATION

To the extent allowed by applicable law, you will not (i) solicit for employment or (ii) hire any employee of ours (i) during the term of this Agreement and for a period of six (6) months following the termination of this Agreement without our express written consent.

ADDITIONAL COMPENSATION

Additional compensation that may be due Tyler as a result of services requested by Client that are beyond the scope of this Agreement will be invoiced in the month subsequent to the month in which the services were provided at Tyler's then-current rates.

TYLER RIGHT TO STOP WORK FOR NON-PAYMENT

Payment is due within forty-five (45) days of the invoice date. Tyler reserves the right to suspend delivery of all services if Client fails to pay an invoice within fifteen (15) days of notice of Tyler's intent to suspend services.

ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.