

**JUDICIAL COUNCIL OF CALIFORNIA
STANDARD AMENDMENT COVERSHEET**

MASTER AGREEMENT NUMBER MA-2017-13	AMENDMENT NUMBER 1
	FEDERAL EMPLOYER ID NUMBER 752303920

1. All capitalized terms not defined in this amendment (“Amendment”) have the meanings given to them in the Master Agreement referenced above (“Agreement”). As set forth in the Agreement, the term “Contractor” refers to **Tyler Technologies, Inc.** and the term “Judicial Council” or “State” refers to the **Judicial Council of California**.

2. This Amendment becomes effective on: **March 8, 2024**.

3. The parties hereby agree to reinstate the Agreement, the term of which expired on **February 28, 2024**.

4. The parties hereby agree to amend the Agreement as follows:
 - a. Pursuant to Exhibit 3, General Terms and Conditions, Paragraph 26, Termination; Term of Agreement, Section F, Term and Termination, the Judicial Council hereby exercises its option to extend the Agreement for the **First Option Term** period beginning **February 29, 2024** and ending **February 28, 2027**. The expiration date of the Agreement is hereby changed from **February 28, 2024** to **February 28, 2027**.
 - b. **Exhibit 8, Fees, Pricing and Payment Terms** of the Agreement is hereby deleted and replaced in its entirety with **Exhibit 8, Fees, Pricing and Payment Terms – Revision 1** attached hereto and incorporated herein.

5. Except as provided in this Amendment, all terms and conditions of the Agreement, as previously amended, remain in full force and effect.



JUDICIAL COUNCIL'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) Tyler Technologies, Inc.
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Tracy Matthews Supervisor, Contracts	PRINTED NAME AND TITLE OF PERSON SIGNING Sherry Clark, Group General Counsel
DATE EXECUTED 3-8-2024	DATE EXECUTED 3/8/24
ADDRESS Attn: Branch Accounting and Procurement Administrative Division 2850 Gateway Oaks Drive, Suite 300 Sacramento, CA 95833-4348	ADDRESS 5101 Tennyson Parkway Plano, TX 75024

EXHIBIT 8 – Revision 1

FEES, PRICING AND PAYMENT TERMS

1. Contractor's Pricing Summary

A. Annual Maintenance and Support

Tyler's maintenance and support services are designed to meet the court's post-implementation support needs. After the implementation, Tyler does not differentiate services during and after a warranty period. Tyler's annual Maintenance and Support provides the respective court with on-demand technical support and access to patches, new releases, software updates, online documentation, and Tyler's Account Management team. Tyler's annual maintenance costs are 21% of the license fee paid by the court and they are fixed for the first three (3) years. The initial annual Maintenance and Support fees are due as follows: JBE's first annual maintenance and support fee payment for the Licensed Software is waived through the earlier of (i) eighteen months following the execution of JBE's Participating Addendum or (ii) JBE's first use of the Licensed Software in live production. Thereafter, the Maintenance and Support fees are due annually in advance on every anniversary of the "earlier of" date described above and shall be subject to increase by 5% annually during any Option Term. For those courts that elect to acquire Tyler's Hosted Services (SaaS), the annual SaaS fees are inclusive of Maintenance and Support, and there are no additional Maintenance and Support fees under this model.

B. Pricing Assumptions

- Tyler pricing assumes the following:
 - Small Court:
 - 125 users
 - 18 month project schedule
 - Single court location
 - Single source system for data conversion
 - Local development of customizations and/or integrations optionally available upon request
 - Four data conversion pushes and one go-live push
 - Single go-live event
 - Clerk Edition included. However, for those very small courts that do not need this specialized and highly configurable in-courtroom tool, costs could be reduced further by excluding Clerk Edition.
 - Medium Court:
 - 325 users
 - 18 month project schedule
 - Single court location
 - Single source system for data conversion
 - Local development of customizations and/or integrations optionally available upon request
 - Four data conversion pushes and one go-live push
 - Two go-live events
 - Clerk Edition included
 - Large Court:

- 750 users
- 18 month project schedule
- Single court location
- Single source system for data conversion
- Local development of customizations and/or integrations optionally available upon request
- Four data conversion pushes and one go-live push
- Two go-live events
- Clerk Edition included
- The scope of the software included in the price proposal is consistent across all pricing models and includes the following features:
 - Case Manager – All Case Types
 - Odyssey Financial Manager
 - Document Management Features
 - Clerk Edition
 - Judge Edition
 - Defendant Access (Payments)
 - Odyssey Integration Toolkit
 - California Standard Interfaces and Statistical Reports (integration with the DMV, DOJ, and functionality to accommodate JBSIS reporting)
- All costs are not inclusive of travel expenses or Re:Search
- Re:Search (Optional) pricing is provided as separate cost from licensing, or SaaS fees.
- Enterprise Jury Manager (Optional) pricing is provided as separate cost from licensing, or SaaS fees.

C. License, Professional Services and Hosted Fees Explanation

For some courts, the reflected per-user pricing model in this Exhibit 8 may be less advantageous for the respective courts compared to Tyler’s alternative enterprise pricing model provided on the Enterprise Pricing List in this Exhibit 8. Those courts may choose whichever pricing model (per user or enterprise) is more advantageous to their individual situation. The licensing fee is payable upon an agreed upon schedule that includes 3 to 5 payment milestones over the duration of the project. For illustration purposes, below is a hypothetical payment schedule table for a JBE with software license fee of \$200,000 and 12 months in project duration.

Schedule	% of payable license fee	Amount
Invoicing upon Contract Execution	25%	\$50,000
Invoicing upon Contract Execution plus 4 months	25%	\$50,000
Invoicing upon Contract Execution plus 8 months	25%	\$50,000
Invoicing upon Contract Execution plus 12 months	25%	\$50,000

Tyler's Hosted Services (SaaS) solution includes the use license, hosting cost, Maintenance and Support fee and inclusion in Tyler's 'Evergreen Philosophy' program via an all-inclusive price. Additionally, Tyler offers scaled discounts for Hosted SaaS clients, meaning the fees may fluctuate between \$125 - \$370 per user per month based on the number of users within the Court as specified below:

SaaS Per User Pricing Tiers

- 1 to 20 Users: \$370 per user per month.
- 21 to 40 Users: \$300 per user per month.
- 41 to 80 Users: \$275 per user per month.
- 81 to 100 Users: \$250 per user per month.
- 101 to 120 Users: \$200 per user per month.
- 121 to 250 users: \$175 per user per month.
- 251+ Users: \$125 per user per month.

Additionally, Tyler will honor its standard pricing breakdown for all courts that wish to 'group-package' and enjoy scaled savings opportunities by collaborating together under a single implementation project. As an example: If Court A wants to purchase Tyler's SaaS solution for 60 users (\$275 per user per month) and Court B wishes to acquire Tyler's SaaS solution for 15 users (\$370 per user per month), and Court C wishes to acquire Tyler's SaaS solution for 10 users (\$370 per user per month) and said Courts wish to collaborate under a single project; these three courts can take advantage of Tyler's scaled SaaS pricing, for a combined total of 85 users that offers all three courts a lower rate of \$250 per user per month. Additionally, these three courts would realize additional cost savings through economies of scale of their implementation project.

Contractor will fix the SaaS fees for the first three years. At the end of the three-years, Tyler may increase the annual use-fee not to exceed 5% annually.

The first SaaS fee payment is due upon the commencement of end-user training, approximately one month prior to go-live. The Court can add or remove users at any time subject to an increase or decrease of the annual SaaS fee at the annual billing cycle at the Court's then current per user/per month rate.

Tyler has also provided hourly professional service rates by resource in this Exhibit 8.

D. Additional Services

Tyler has provided the hourly rate charged for document scanning and interface/integration services found below in this Exhibit 8. Due to variables in document scanning and the complexity of system interfaces and integrations, Tyler can provide individual courts specific proposals reflecting the hours and associated costs for any additional service request.

The JBEs are entitled to receive, at no additional cost, all Contractor's California Standard Interfaces provided to the Contractor's current customers in California, including, but not limited to, solutions to the Department of Motor Vehicles (DMV), Department of Justice (DOJ), and Judicial Branch Statistical Information System (JBSIS) reporting. These interfaces that are delivered to the JBEs as part of their implementation projects will comply with the then current standards as published by the corresponding state agencies at the time of each JBE's go-live.

Licensing Fees

Detailed Licensing Fees (Including non-production environments)

Software Application	Fee Per User/Employee	Explanation/Notes (if necessary) Note Taxable Items when Applicable
Production Environment		
Superior Court	\$6,500.00	Tyler traditionally offers per user licensing through Contractor hosted model, which is described on the "5-Hosted Costs" tab.
Non-Production Environment		
Superior Court	\$0.00	Included in production environment costs
Third-Party Software bundled in (List Individually) (Defined as ancillary software that works in conjunction with primary software)		
Total	\$ 6,500.00	

Licensing and Hardware Fees for Vendor/Proposer Hosted Solution

Detailed Licensing Fees By Software Module or Component

Software Module or Component	Fee Per User/Employee	Explanation/Notes (if necessary)**
Production Environment		
Superior Court		Tyler's hosted solution is paid on a per-user/per month basis. This equates to an annual use-fee and is included below in the annual software maintenance fees section of the proposal. There are no additional costs for the additional testing and development environments.
Testing and Development Environment		
Superior Court		
<i>Subtotal</i>	\$ -	
Third-Party Software (List Individually) (Defined as ancillary software that works in conjunction with primary software)		
		No additional third-party software is necessary.
<i>Subtotal</i>	\$ -	
Scanner & Proposal Pertinent Peripherals (List Individually)		
		Please see comment below.
<i>Subtotal</i>	\$ -	
<i>Subtotal</i>	\$ -	
Bulk pricing Discount		
Discountable Software		
Less Discount		
Total License and Hardware Fees	\$ -	

Licensing and Hardware Fees for Vendor/Proposer Hosted Solution
Detailed Licensing Fees By Software Module or Component

Annual Software Maintenance Fees		
Production & NonProduction Environments		
<i>Superior Court</i>	\$4,200	This is an annual use-fee for the software. This includes full use of the software as well as all maintenance and support costs.
Total	\$ 4,200.00	
Third-Party Software (Annual Maintenance) (Defined as an add-on software that works in conjunction with primary software)		
		None Required
Total	\$ -	
Scanner and Other Peripheral Hardware (Annual Maintenance)		
Total	\$ -	
Subtotal	\$ 4,200.00	
Less Discount		
Total Annual Software Maintenance	\$ 4,200.00	

* Annual Use Fee = The use-fee is an annual use fee for the software. The court does not pay a license fee for the software under this model.

* Scanner - Peripheral Equipment: The peripherals necessary for any implementation is going to be court, software, and business process specific. Odyssey does not require any unique peripherals and most likely the peripherals that a court is using today will be sufficient for Odyssey operations.

* Pricing - Tyler prices Contractor hosted solution on a per-user/per month price. The per-user per year price ranges between \$350 per month to \$125 per month based on the size of the court. As California has requested a single price, no matter the size of the court, Tyler is proposing a per-user per month cost of \$350 per month. Discounts in the per user per month costs are available based on the number of users, the breakdown of these discounts are included below. Further, Tyler will honor discounts for multiple courts that wish to group together and implement as a single implementation project.

* SaaS Discounts

- 1 to 20 Users: \$370 per user per month.
- 21 to 40 Users: \$300 per user per month.
- 41 to 80 Users: \$275 per user per month.
- 81 to 100 Users: \$250 per user per month.
- 101 to 120 Users: \$225 per user per month.
- 121 to 250 Users: \$175 per user per month.
- 251+ Users: \$125 per user per month.

2. Cost Matrix for Small, Medium and Large Courts

Tyler’s per user price summary for the requested generic small, medium and large size courts are included below. The cost summary for each aforementioned court size reflects the total cost; which includes the software license fee, professional services and maintenance / support. Additionally, Tyler offers the associated Hosted SaaS pricing option as an alternative pricing model should a Court elect a hosted solution (the fee summary provided is based on the respective user counts of 125 for small, 325 for medium and 750 for large).

COST SUBMISSION MATRIX

Summary Tab

Summary of Total Software, Professional Services, Maintenance & Support Costs, Other, Hosted Costs

Cost Categories	Cost - SMALL	Cost - MEDIUM	Cost - LARGE	Cost - ENTERPRISE	Explanation/Notes (if necessary)**
1. Software License Fees	\$853,125	\$ 2,218,125	\$ 5,118,750		Please reference the Enterprise Pricing List in the Appendix section or full list of Enterprise Software License Fees for all applicable courts
2. Professional Services (Small Court)	\$ 1,045,790.00				
3. Professional Services (Medium Court)		\$ 1,768,295.00			
4. Professional Services (Large Court)			\$ 2,503,150.00		
5. Maintenance and Support	\$ 612,697.31	\$ 1,593,013.01	\$ 3,676,183.88	\$ -	
6. Other Costs	\$ -	\$ -	\$ -	\$ -	
7. Hosted Costs (if applicable)	\$ 187,500.00	\$ 487,500.00	\$ 1,125,000.00		Hosted Costs are inclusive of M&S and Software License fees
	\$ 2,470,987.31	\$ 5,473,808.01	\$ 11,054,333.88	\$ -	Total reflects software license fees, professional services and maintenance/support

****Attach additional notes (if needed) to provide full explanation**

* For purposes of completing this cost matrix, "Small Court" consists of 1-250 users, "Medium Court" consists of 251-500 users and "Large Court" consists of 500-1000+ users.
 * For evaluation, the sample size of users in line 1 is the middle of each range: Small-125, Medium - 325, Large- 750.
 * These costs reflect a hypothetical M&S payment schedule table for each JBE that assumes 18 months in project duration. Actual project duration may vary, and would affect the costs shown herein.

Licensing Fees

Detailed Licensing Fees (Including non-production environments)

Software Application	Fee Per User/Employee	Explanation/Notes (if necessary) Note Taxable Items when Applicable
Production Environment		
Superior Court	\$6,500.00	
Non-Production Environment		
Superior Court	\$0.00	Included in production environment costs
Third-Party Software bundled in (List Individually) (Defined as ancillary software that works in conjunction with primary software)		
Superior Court		
Total	\$ 6,500.00	

**Attach additional notes (if needed) to provide full explanation.

Software Application	Fee Per User/Employee*	Explanation/Notes (if necessary)** Note Taxable Items when Applicable
Enterprise Superior Court Pricing		
** Price Breaks at Branchwide Large-volume purchases.		
Subtotal	\$ -	
Third-Party Software bundled in (List Individually)		
Subtotal	\$ -	
Total	\$ -	

Professional Services **SMALL COURT**

Estimated Professional Services By
Implementation Phase and Activity

1. Estimated Hours and Cost

1. Estimated Proposer Hours and Cost																
Phase	Project Management				Proposer's Business SMEs				Proposer's Technical Resources				All Other Implementation Services*			
	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build	1	214	\$ 195.00	\$ 39,590			\$ 185.00	\$ -	1	80	\$ 185.00	\$ 14,800			\$ 210.00	\$ -
Infrastructure design / HW & SW Inventory list and build instructions	1	214	\$ 195.00	\$ 39,590			\$ 185.00	\$ -	1	40	\$ 185.00	\$ 7,400			\$ 210.00	\$ -
Project Plan build	1	214	\$ 195.00	\$ 39,590			\$ 185.00	\$ -			\$ 185.00	\$ -			\$ 210.00	\$ -
Phase I Total	3	642		\$ 118,770	0	0		\$ -	2	120		\$ 22,200	0	0		\$ -
Phase II - Configuration and business case testing																
Local configuration	1	214	\$ 195.00	\$ 39,590			\$ 185.00	\$ -	1	522	\$ 185.00	\$ 96,570			\$ 210.00	\$ -
Unit Testing	1	213	\$ 195.00	\$ 39,405			\$ 185.00	\$ -	1	522	\$ 185.00	\$ 96,570			\$ 210.00	\$ -
Integration testing	1	213	\$ 195.00	\$ 39,405			\$ 185.00	\$ -	1	522	\$ 185.00	\$ 96,570			\$ 210.00	\$ -
Phase II Total	3	640		\$ 118,400	0	0		\$ -	3	1,566		\$ 289,710	0	0		\$ -
Phase III -Deployment																
Data Migration	1	213	\$ 195.00	\$ 39,405			\$ 185.00	\$ -	1	700	\$ 185.00	\$ 129,500			\$ 210.00	\$ -
End to End Testing	1	213	\$ 195.00	\$ 39,405			\$ 185.00	\$ -	1	40	\$ 185.00	\$ 7,400			\$ 210.00	\$ -
Training (User and Admin)	1	213	\$ 195.00	\$ 39,405	1	410	\$ 185.00	\$ 61,500			\$ 185.00	\$ -			\$ 210.00	\$ -
User Acceptance Testing	1	213	\$ 195.00	\$ 39,405			\$ 185.00	\$ -			\$ 185.00	\$ -			\$ 210.00	\$ -
Go-Live support	1	213	\$ 195.00	\$ 39,405	1	680	\$ 185.00	\$ 102,000			\$ 185.00	\$ -			\$ 210.00	\$ -
Post go-live support	1	213	\$ 195.00	\$ 39,405	1	56	\$ 185.00	\$ 8,400			\$ 185.00	\$ -			\$ 210.00	\$ -
Other			\$ 195.00	\$ -			\$ 185.00	\$ -			\$ 185.00	\$ -			\$ 210.00	\$ -
(add additional cells if needed)				\$ -				\$ -			\$ 185.00	\$ -				\$ -
Phase III Total	6	1,278		\$ 236,430	3	1,146		\$ 171,900	2	740		\$ 136,900	0	0		\$ -
Grand Total	12	2,560		\$ 473,600	3	1,146		\$ 171,900	7	2,426		\$ 448,810	0	0		\$ -

Professional Services **SMALL COURT**

Estimated Professional Services By
Implementation Phase and Activity

2. Assumed Court Hourly Participation

Phase	Court Project Management				Court Business SMEs				Court Technical Resources				All Other Implementation Services			
	Resource Count	Hours			Resource Count	Hours			Resource Count	Hours			Resource Count	Hours		
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build		40				80				40						
Infrastructure design/ HW & SW Inventory list and build instructions		20								200						
Project plan build/accept		20														
Phase I Total	0	80			0	80			0	240			0	0		
Phase II - Configuration and business case testing																
Common configuration		200				200				0						
Local configuration		100				200				80						
Unit Testing		40				0				40						
Integration testing		40				0				80						
Phase II Total	0	380			0	400			0	200			0	0		
Phase III -Deployment																
Data Migration		100				100				200						
End to End Testing		40				0				100						
Training (User and Admin)		40				200				0						
User Acceptance Testing		40				200				0						
Go-Live support		80				100				100						
Post go-live support		10				0				0						
Other																
(add additional cells if needed)																
Phase III Total	0	310			0	600			0	400			0	0		
Grand Total	0	770			0	1,080			0	840			0	0		

Assumptions/Additional Comments

- * The client will reimburse Tyler for actual and reasonable travel expenses
- * This proposal assumes one (1) source system for all offices in scope.
- * This estimate assumes that Tyler will provide a preconfigured system based on a Superior Court of similar size / structure.

Professional Services MEDIUM COURT

Estimated Professional Services By
Implementation Phase and Activity

1. Estimated Hours and Cost

1. Estimated Proposer Hours and Cost																
Phase	Project Management				Proposer Business SMEs				Proposer Technical Resources				All Other Implementation Services*			
	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build	1	294	\$ 195.00	\$ 57,330			\$ 185.00	\$ -	1	120	\$ 185.00	\$ 22,200			\$ 210.00	\$ -
Infrastructure design / HW & SW Inventory list and build instructions	1	294	\$ 195.00	\$ 57,330			\$ 185.00	\$ -	1	64	\$ 185.00	\$ 11,840			\$ 210.00	\$ -
Project Plan build	1	294	\$ 195.00	\$ 57,330			\$ 185.00	\$ -			\$ 185.00	\$ -			\$ 210.00	\$ -
Phase I Total	3	882		\$ 171,990	0	0		\$ -	2	184		\$ 34,040	0	0		\$ -
Phase II - Configuration and business case testing																
Local configuration	1	294	\$ 195.00	\$ 57,330			\$ 185.00	\$ -	1	798	\$ 185.00	\$ 147,630			\$ 210.00	\$ -
Unit Testing	1	293	\$ 195.00	\$ 57,135			\$ 185.00	\$ -	1	798	\$ 185.00	\$ 147,630			\$ 210.00	\$ -
Integration testing	1	293	\$ 195.00	\$ 57,135			\$ 185.00	\$ -	1	798	\$ 185.00	\$ 147,630			\$ 210.00	\$ -
Phase II Total	3	880		\$ 171,600	0	0		\$ -	3	2,394		\$ 442,890	0	0		\$ -
Phase III -Deployment																
Data Migration	1	293	\$ 195.00	\$ 57,135			\$ 185.00	\$ -	1	2,000	\$ 185.00	\$ 370,000			\$ 210.00	\$ -
End to End Testing	1	293	\$ 195.00	\$ 57,135			\$ 185.00	\$ -	1	40	\$ 185.00	\$ 7,400			\$ 210.00	\$ -
Training (User and Admin)	1	293	\$ 195.00	\$ 57,135	1	720	\$ 185.00	\$ 133,108			\$ 185.00	\$ -			\$ 210.00	\$ -
User Acceptance Testing	1	293	\$ 195.00	\$ 57,135			\$ 185.00	\$ -			\$ 185.00	\$ -			\$ 210.00	\$ -
Go-Live support	1	293	\$ 195.00	\$ 57,135	1	1,520	\$ 185.00	\$ 281,200			\$ 185.00	\$ -			\$ 210.00	\$ -
Post go-live support	1	293	\$ 195.00	\$ 57,135	1	128	\$ 185.00	\$ 23,680			\$ 185.00	\$ -			\$ 210.00	\$ -
Other			\$ 195.00	\$ -			\$ 185.00	\$ -			\$ 185.00	\$ -			\$ 210.00	\$ -
(add additional cells if needed)				\$ -			\$ -	\$ -			\$ 185.00	\$ -			\$ 210.00	\$ -
Phase III Total	6	1,758		\$ 342,810	3	2,368		\$ 437,988	2	2,040		\$ 377,400	0	0		\$ -
Grand Total	12	3,520		\$ 686,400	3	2,368		\$ 437,988	7	4,618		\$ 854,330	0	0		\$ -

Professional Services **MEDIUM COURT**

Estimated Professional Services By
Implementation Phase and Activity

2. Assumed Court Hourly Participation

Phase	Court Project Management				Court Business SMEs				Court Technical Resources				All Other Implementation Services			
	Resource Count	Hours			Resource Count	Hours			Resource Count	Hours			Resource Count	Hours		
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build		68				136			68							
Infrastructure design / HW & SW Inventory list and build instructions		34				0			340							
Project Plan build/accept		34				0			0							
Phase I Total	0	136			0	136			408	0			0	0		
Phase II - Configuration and business case testing																
Common configuration		340				340			0							
Local configuration		170				340			136							
Unit Testing		68				0			68							
Integration testing		68				0			136							
Phase II Total	0	646			0	680			340	0			0	0		
Phase III -Deployment																
Data Migration		170				170			340							
End to End Testing		68				0			170							
Training (User and Admin)		68				340			0							
User Acceptance Testing		68				340			0							
Go-Live support		136				170			170							
Post go-live support		17				0			0							
Other																
Phase III Total	0	527			0	1,020			680	0			0	0		
Grand Total	0	1,309			0	1,836			1428	0			0	0		

Assumptions/Additional Comments

* The client will reimburse Tyler for actual and reasonable travel expenses as provided in this Agreement.
* This proposal assumes one (1) source system for all offices in scope.

Professional Services **LARGE COURT**

Estimated Professional Services By
Implementation Phase and Activity

1. Estimated Hours and Cost

1. Estimated Proposer Hours and Cost																
Phase	Project Management				Proposer Business SMEs				Proposer Technical Resources				All Other Implementation Services*			
	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build	1	350	\$ 195.00	\$ 68,250			\$ 185.00	\$ -	1	86	\$ 185.00	\$ 15,910			\$ 210.00	\$ -
Infrastructure design / HW & SW Inventory list and build instructions	1	348	\$ 195.00	\$ 67,860			\$ 185.00	\$ -	1	85	\$ 185.00	\$ 15,725			\$ 210.00	\$ -
Project Plan build	1	348	\$ 195.00	\$ 67,860			\$ 185.00	\$ -	1	85	\$ 185.00	\$ 15,725			\$ 210.00	\$ -
Phase I Total	3	1,046		\$ 203,970	0	0		\$ -	3	256		\$ 47,360	0	0		\$ -
Phase II - Configuration and business case testing																
Local configuration	1	346	\$ 195.00	\$ 67,470			\$ 185.00	\$ -	1	1018	\$ 185.00	\$ 188,330			\$ 210.00	\$ -
Unit Testing	1	346	\$ 195.00	\$ 67,470			\$ 185.00	\$ -	1	1018	\$ 185.00	\$ 188,330			\$ 210.00	\$ -
Integration testing	1	346	\$ 195.00	\$ 67,470			\$ 185.00	\$ -	1	1018	\$ 185.00	\$ 188,330			\$ 210.00	\$ -
Phase II Total	3	1,038		\$ 202,410	0	0		\$ -	3	3,054		\$ 564,990	0	0		\$ -
Phase III -Deployment																
Data Migration	1	346	\$ 195.00	\$ 67,470			\$ 185.00	\$ -	1	3600	\$ 185.00	\$ 666,000			\$ 210.00	\$ -
End to End Testing	1	346	\$ 195.00	\$ 67,470			\$ 185.00	\$ -	1	40	\$ 185.00	\$ 7,400			\$ 210.00	\$ -
Training (User and Admin)	1	346	\$ 195.00	\$ 67,470	1	1304	\$ 185.00	\$ 241,240			\$ 185.00	\$ -			\$ 210.00	\$ -
User Acceptance Testing	1	346	\$ 195.00	\$ 67,470			\$ 185.00	\$ -			\$ 185.00	\$ -			\$ 210.00	\$ -
Go-Live support	1	346	\$ 195.00	\$ 67,470	1	2440	\$ 185.00	\$ 451,400			\$ 185.00	\$ -			\$ 210.00	\$ -
Post go-live support	1	346	\$ 195.00	\$ 67,470	1	168	\$ 185.00	\$ 31,080			\$ 185.00	\$ -			\$ 210.00	\$ -
Other			\$ 195.00	\$ -			\$ 185.00	\$ -			\$ 185.00	\$ -			\$ 210.00	\$ -
(add additional cells if needed)			\$ 195.00	\$ -			\$ 185.00	\$ -			\$ 185.00	\$ -			\$ 210.00	\$ -
Phase III Total	6	2,076		\$ 404,820	3	3,912		\$ 723,720	2	3,640		\$ 673,400	0	0		\$ -
Grand Total	12	4,160		\$ 811,200	3	3,912		\$ 723,720	8	6,950		\$ 1,285,750	0	0		\$ -

Professional Services **LARGE COURT**

Estimated Professional Services By
Implementation Phase and Activity

2. Assumed Court Hourly Participation

Phase	Court Project Management				Court Business SMEs				Court Technical Resources				All Other Implementation Services			
	Resource Count	Hours			Resource Count	Hours			Resource Count	Hours			Resource Count	Hours		
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build		86				171				86						
Infrastructure design / HW & SW Inventory list and build instructions		43				0				428						
Project Plan build/accept		43				0				0						
Phase I Total	0	172			0	171			0	514			0	0		
Phase II - Configuration and business case testing																
Common configuration		428				428				0						
Local configuration		214				428				171						
Unit Testing		86				0				86						
Integration testing		86				0				171						
Phase II Total	0	814			0	856			0	428			0	0		
Phase III -Deployment																
Data Migration		214				214				428						
End to End Testing		86				0				214						
Training (User and Admin)		86				428				0						
User Acceptance Testing		86				428				0						
Go-Live support		181				214				214						
Post go-live support		21				0				0						
Other																
Phase III Total	0	674			0	1,284			0	856			0	0		
Grand Total	0	1,660			0	2,311			0	1,798			0	0		

Assumptions/Additional Comments

- * The client will reimburse Tyler for actual and reasonable travel expenses.
- * This proposal assumes 1 source system for all offices in scope.
- * Any pricing over 1000 users would require a separate bid.
- * Tyler assumes a four (4) data conversion pushes and one Go-Live event for all offices included in this proposal.

Annual Maintenance and Support

Detailed Costs for Maintenance and Support Services. Proposer's costs must include software upgrades due to changes in the law. Courts will not pay an additional amount for software upgrades that are required due to changes in the law.

Proposer must be willing to provide non-scope upgrades or modifications to the CMS that are paid for by a single court to be available for use to all other Courts at no additional cost.

Maintenance and support details	Cost	Explanation/Notes (if necessary)**
Small Court		Annual maintenance is 21% of license fee. Annual increase of Maintenance and Support is 3% following first three years fixed.
Year 1		
Year 2	\$ 89,578.13	
Year 3	\$ 179,156.25	
Year 4	\$ 184,530.94	
Year 5	\$ 190,066.87	
Subtotal	\$ 643,332.19	
Discount		
Total License Fee	\$ 643,332.19	
Medium Court		Annual maintenance is 21% of license fee. Annual increase of Maintenance and Support is 3% following first three years fixed.
Year 1	\$	
Year 2	\$ 232,903.13	
Year 3	\$ 465,806.25	
Year 4	\$ 479,780.44	
Year 5	\$ 494,173.85	
Subtotal	\$ 1,672,663.67	
Discount		
Total License Fee	\$ 1,672,663.67	
Large Court		Annual maintenance is 21% of license fee. Annual increase of Maintenance and Support is 3% following first three years fixed.
Year 1	\$	
Year 2	\$ 537,468.75	
Year 3	\$ 1,074,937.50	
Year 4	\$ 1,107,185.63	
Year 5	\$ 1,140,401.19	
Subtotal	\$ 3,859,993.07	
Discount		
Total License Fees	\$ 3,859,993.07	
Enterprise Licensing		
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Subtotal	\$ -	
Discount		
Total License Fee	\$ -	

Assumptions/Additional Comments

- * Maintenance and Support is 21% of license fee.
- * The first maintenance and support payment is due at time of Go-Live or at 18 months whichever is earlier per this Exhibit 8.

Other or Additional Costs (based on an individual court deployment)

Other or additional Costs

Description	SMALL			MEDIUM			LARGE			ENTERPRISE		
	Unit Cost	No. of Units	Total Cost	Unit Cost	No. of Units	Total Cost	Unit Cost	No. of Units	Total Cost	Unit Cost	No. of Units	Total Cost
DMS Integration	\$210		\$0	\$210		\$0	\$210		\$0			\$0
Integration Services (integration using web Services API)	\$210		\$0	\$210		\$0	\$210		\$0			\$0
Additional Data Exchanges/Interfaces	\$210		\$0	\$210		\$0	\$210		\$0			\$0
Total			\$0			\$0			\$0			\$0

Assumptions/Additional Comments

*Tyler provides the additional services listed above and pricing will be provided based on the specific interface requirements for each respective court at an hourly rate of \$210.

* An 'average' interface development project is approximately 200-300 hours in duration.

Licensing and Hardware Fees for Vendor/Proposer Hosted Solution
 Detailed Licensing Fees By Software Module or Component

Software Module or Component	Fee Per User/Employee	Explanation/Notes (if necessary)**
Production Environment		
Superior Court		Tyler's hosted solution is paid on a per-user/per-month basis. This equates to an annual use-fee and is included below in the annual software maintenance fees section of the proposal. There are no additional costs for the additional testing and development environments.
Testing and Development Environment		
Superior Court		
Subtotal	\$ -	
Third-Party Software (List Individually) (Defined as ancillary software that works in conjunction with primary software)		
		No additional third-party software is necessary.
Subtotal	\$ -	
Scanner & Proposal Pertinent Peripherals (List Individually)		
		Please see comment below
Subtotal	\$ -	
Subtotal	\$ -	
Bulk pricing Discount		
Discountable Software		
Less Discount		
Total License and Hardware Fees	\$ -	

Licensing and Hardware Fees for Vendor/Proposer Hosted Solution
Detailed Licensing Fees By Software Module or Component

Annual Software Maintenance Fees		
Production & NonProduction Environments		This is an annual use-fee for the software. This includes full use of the software as well as all maintenance and support costs.
<i>Superior Court</i>	\$ 4,200.00	
Total	\$ 4,200.00	
Third-Party Software (Annual Maintenance) (Defined as ancillary software that works in conjunction with primary software)		
Total		None Required
Scanner and Other Peripheral Hardware (Annual Maintenance)		
Total		\$ -
Subtotal		\$ 4,200.00
Less Discount		
Total Annual Software Maintenance		\$ 4,200.00

Assumptions/Additional Comments

* Annual Use Fee = The use-fee is an annual use fee for the software. The court does not pay a license fee for the software under this model.

* Scanner - Peripheral Equipment: The peripherals necessary for any implementation is going to be court, software, and business process specific. Odyssey does not require any unique peripherals and most likely the peripherals that a court is using today will be sufficient for Odyssey operations.

* Pricing - Tyler prices our hosted solution on a per-user/per month price. The per-user per year price ranges between \$350 per month to \$125 per month based on the size of the court. As California has requested a single price, no matter the size of the court, Tyler is proposing a per-user per month cost of \$350 per month. Discounts in the per user per month costs are available based on the number of users, the breakdown of these discounts are included below. Further, Tyler will honor discounts for multiple courts that wish to group together and implement as a single implementation project.

* SaaS Discounts:

- 1 to 20 Users: \$370 per user per month.
- 21 to 40 Users: \$300 per user per month.
- 41 to 80 Users: \$275 per user per month.
- 81 to 100 Users: \$250 per user per month.
- 101 to 120 Users: \$225 per user per month.
- 121 to 150 users: \$200 per user per month.
- 151 to 250 users: \$175 per user per month.
- 251+ users: \$125 per user per month.

Cost for Re:Search – SaaS

Court Size	Annual Cost*
Small	\$8,000
Medium	\$80,000
Large	\$180,000
1000+ Users	Custom Rate

*- Subject to 5% annual increase in line with all other increases in Exhibit 8.

Enterprise Jury Manager SaaS and Summons Cost

Annual Summons	Annual SaaS Fee	Postcards (Each)	Summons (Each)
<u>5,000</u>	\$23,062	\$1.08	\$2.16
<u>10,000</u>	\$29,555	\$1.02	\$2.04
<u>15,000</u>	\$32,242	\$0.90	\$1.80
<u>20,000</u>	\$39,583	\$0.90	\$1.80
<u>25,000</u>	\$41,900	\$0.84	\$1.68
<u>30,000</u>	\$49,277	\$0.82	\$1.64
<u>35,000</u>	\$51,114	\$0.76	\$1.52
<u>40,000</u>	\$59,310	\$0.76	\$1.52
<u>50,000</u>	\$67,335	\$0.72	\$1.44
<u>75,000</u>	\$86,341	\$0.66	\$1.32
<u>100,000</u>	\$101,261	\$0.66	\$1.32
<u>150,000</u>	\$121,862	\$0.65	\$1.30
<u>200,000</u>	\$138,063	\$0.65	\$1.30
<u>400,000</u>	\$187,260	\$0.65	\$1.30
<u>600,000</u>	\$210,925	\$0.60	\$1.20
<u>600,001+</u>	\$264,825	\$0.54	\$1.08

3. Fee or Price Adjustments During Term.

- A. Option Terms.** Except as otherwise provided in this Exhibit 8, upon the commencement of each Option Term, Contractor may elect to increase the annual license, maintenance, support, professional service rates and Hosted Services fees; provided, however, that such percentage increase may not exceed five percent (5%) annually.

4. Payment Terms.

A. Invoice Procedures. After the JBE has accepted the Services and Work in accordance with the acceptance criteria outlined in this Agreement or a Participating Addendum's Statement of Work, Contractor will send one original and two copies of a correct, itemized invoice for the accepted Services and Work to "Accounts Payable," at the address indicated in the applicable Participating Addendum. Invoices shall reference the Purchase Order Number and/or Contract as applicable.

Submitted invoices are to be in accordance with Exhibit 7 (Acceptance and Sign-Off Form).

Invoices are to be submitted in arrears for the services provided and within thirty (30) days of the accepted Work. Billing shall cover services not previously invoiced. JBEs will not pay in advance for professional services under this Agreement.

B. Invoice Submittals. Invoices must be submitted by mail to the location specified by the Participating Entity (unless the Participating Entity specifies another delivery method, e.g. electronic delivery).

C. Invoice Instructions. Contractor will print each invoice on Contractor's standard printed bill form, and each invoice will include at least (i) the Agreement number, (ii) a unique invoice number, (iii) Contractor's name and address, (iv) the nature of the invoiced charge, (v) the total invoiced amount, and (vi) the number of hours worked and the applicable hourly rate (as set forth in the Service and contractor Personnel Rates Table). If requested, Contractor will promptly correct any inaccuracy and resubmit the invoice.

D. Invoice Details. Contractor will submit invoices to the JBE. Each invoice will have a number and will include the following information:

- a) purchase order or agreement number;
- b) service request date, if applicable;
- c) detailed description of service(s), including the following information:
 - i. location where service(s) were performed;
 - ii. description of service(s) performed;
- d) hours billed;
- e) hourly billing rate;
- f) approved reimbursable expenses;
- g) list of materials used, with pricing;
- h) date of service completion;
- i) name and address of contractor;
- j) Contractor's federal taxpayer identification number.

E. Required Certification. Contractor must include with any request for reimbursement from the JBE a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

F. Retention Amount. During the implementation phase of this project, at least ten (10) percent of each invoice shall be withheld by the JBE and the aggregate amount withheld shall be paid to Contractor upon delivery and acceptance by JBE of the final implementation deliverable required by this Agreement and applicable Statement of Work.

G. Invoice Disputes. If JBE believes any delivered software or service does not conform to the warranties in this Agreement, JBE will provide Contractor with written notice within thirty (30) days of JBE's receipt of the applicable invoice. The written notice must contain reasonable detail of the issues JBE contends are in dispute so that Contractor can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in the JBE notice. Contractor will work with JBE as may be necessary to develop an action plan that outlines reasonable steps to be taken by each party to resolve any issues presented in the JBE notice. JBE may withhold payment of the amount(s) actually in dispute, and only those amounts, until Contractor completes the action items outlined in the plan. If Contractor is unable to complete the action items outlined in the action plan because of JBE's failure to complete the items agreed to be done by JBE, and JBE does not rectify that failure within a commercially reasonable timeframe after Contractor has notified JBE of it, then Contractor may demand immediate full payment of the invoice.

END OF EXHIBIT 8 – Revision 1