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Moraine, Ohio 45439

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www.tyler.com

April 29, 2020

Tim Hodson
Lawrence County
90 Sherman Street
Deadwood, SD 57732

Letter of Agreement 2020-016

Based on the Time and Materials rates provision in Appendix A-Scope of Services for Lawrence County, South Dakota, Tyler Technologies, Inc. (Tyler) agrees to the following proposed scope of work as follows:

Tyler Technologies has determined One Hundred Fifty (150) hours to complete the services mentioned in the estimate. These hours will be split between Lawrence, Meade and Pennington counties. Based on the 2020 Time and Material Rates, this would calculate to a maximum fee of Nine Thousand Seven Hundred Fifty Dollars (\$9,750.00) for Lawrence County.

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.

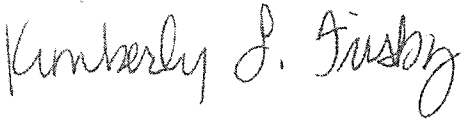
Upon completion, Tyler will forward a Client Acknowledgment/Sign-Off form to the County. If Tyler Technologies has not received an executed copy within thirty (30) days, we shall deem the work as acceptable.

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Upon completion, Tyler Technologies shall send an invoice to the jurisdiction. Payment shall be due within thirty (30) days.

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

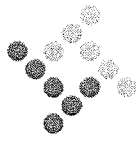
KLF:rp:krs

cc: Rory Presley

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

Lawrence County, SD

_____ Date: _____



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Estimate

South Dakota Abstracts

Client: Lawrence, Meade & Pennington Counties
Request #: 2020-016
Date: 04/28/2020
Summary: State Required Abstracts for South Dakota

Overview

Orion will be enhanced to produce a Base Abstract, Growth Abstract and TIF Abstract for South Dakota counties.

Description

Orion will produce abstracts that can be printed or saved as a PDF. There will also be a CSV file that can be submitted to the state or opened as a spreadsheet. If counties need to update values, they can update the spreadsheet before submitting the abstract to the state.

Base Abstract: This will include Assessor's Value based on notice. Depending on county configuration, the value from an appeal may also be used if available.

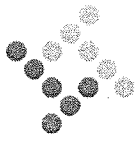
Growth Abstract: Tracks all value changes over a tax year.

TIF Abstract: Reports increment for TIF projects and includes county totals by major class.
*Sample abstracts provided have only included increment and not base, so only increment is included.

The Orion abstracts will have a standard format and will not replicate current county differences.

Final Deliverable

New Abstracts available for Lawrence, Meade and Pennington, South Dakota counties.

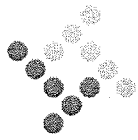


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Work Effort Detail for Requested Modification

Task Management	0.0	Hours
Requirements Gathering & Design	0.0	Hours
Development Programming	150.0	Hours
Analyst Review/Configuration/Testing	0.0	Hours
Documentation & Training	0.0	Hours
Software Release/Delivery	0.0	Hours
Total Hours	150.0	



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Description of Estimate:

All Estimates provided for client requested software modifications to the Orion 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/JIRA 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 time required 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.

Software Modifications

Detailed feature description, mockups, flowcharts.



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 South Dakota. 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 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.