

Professional Services Agreement CBE 606984-24

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

Background

WHEREAS, Client is a current customer of Tyler and a user of Tyler's proprietary software; 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) Terms and Conditions, (2) Exhibit A, Investment Summary (3) Exhibit A, Schedule 1, Milestone Billing Schedule, and (4) Exhibit B Insurance Terms.

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

TYLER 1	ECHNOLOGIES, INC.	CLARK COUNTY, NV
Ву:	Sherry Clark	Ву:
Name:	Sherry Clark	Name: Jessica Colvin
Title:	Group General Counsel	Title:CFO
Date:	2/22/24	Date:
		APPROVED AS TO FORM:
		STEVEN B. WOLFSON, District Attorney
		By: Jason Patchett Jason Patchett (Feb 29, 2024 15:08 PST)
		JASON B. PATCHETT Deputy District Attorney

Professional Services Agreement Terms and Conditions

CBE 606984-24

- 1. Services. Tyler shall perform the services set forth in Exhibit A, Schedule 1.
- 2. <u>Compensation</u>. Tyler shall invoice the Client in accordance with the Milestone Billing Schedule as set forth in Exhibit A, Schedule 1, which invoice shall be due and payable within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by Client. 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. <u>Term and Termination</u>. The term of this Agreement shall commence on the Effective Date and continue through December 31, 2025 ("Initial Term"). In the event all work set forth in Exhibit A, Schedule 1 is not completed by the end of the Initial Term, the Client may extend this Agreement for an additional six months through June 30, 2026 ("Renewal Term") by providing Tyler with 30 days' written notice. 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
 - a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
 - 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 subpoenal, provided, however, that in the event you receive an open records or other similar applicable request pertaining to Tyler's confidential information, you will perform the functions in accordance with Nevada Revised Statutes Chapter 239. All public records, the contents of which are not otherwise declared by law to be confidential, shall be open for inspection or to obtain copies.
 - (e) Client is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of the Client's records are public records (unless otherwise declared by law to be confidential) are subject to inspection and copying by any person. All documents are available for review.
- 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. <u>Indemnity</u>. Tyler does hereby agree to defend, indemnify, and hold harmless Client and its employees, officers and agents of Client from any third-party liabilities, damages, losses, claims, actions or proceedings,

including, without limitation, reasonable attorneys' fees, for (i) personal injury or property damage to the extent caused by Tyler's negligence or willful misconduct; (ii) Tyler's violation of a law applicable to its performance of this Agreement; or (iii) a breach of security, as such term is defined by applicable law, caused by Tyler's negligence while Client's data is in Tyler's possession.

7. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 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 CLIENT'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED THREE TIMES (3X) THE 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 7 SHALL NOT APPLY WITH RESPECT TO: (A) TYLER'S INDEMNIFICATION OBLIGATION AS SET FORTH IN SECTION 6; (B) DAMAGES OCCASIONED BY THE FRAUD, NEGLIGENCE, OR WILLFUL MISCONDUCTOF EITHER PARTY; OR (C) DAMAGES OCCASIONED BY VIOLATION OF LAW.

- 8. 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.
- 9. <u>Insurance</u>. Tyler shall obtain and maintain the insurance coverage required in Exhibit B incorporated herein by this reference. Tyler shall comply with the terms and conditions set forth in Exhibit B and shall include the cost of the insurance coverage in their prices.
- 10. Compliance with Laws. Tyler shall comply with all relevant federal and state laws on data security and privacy, including the security requirements of NRS Chapter 603A. Tyler shall also be responsible for notification of all affected individuals by a security breach, as required by applicable law, that is caused by Tyler's negligence while Client's data is in Tyler's possession.

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) <u>Assignment.</u> 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) <u>Counterparts.</u> 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) <u>Amendment</u>. 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) <u>Governing Law.</u> Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Nevada, without regard to or application of choice of law rules or principles.
- (h) <u>No Third Party Beneficiaries.</u> 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) <u>Survival</u>. The provisions of Sections 4 through 10 shall survive the expiration or termination of this Agreement.

Exhibit A, Investment Summary



791 Piedmont Wekiwa Road, Apopka FL 32703 - -Phone: 407-598-1800 - Fax: 407-598-1879 - Email: sales@csisoft.com

Sold To: Clark County Nevada Recorder

Courtney Hill 500 S Grand Central Pkwy

2nd Floor Las Vegas, NV 89106 Phone: (702) 455-5530

Software licenses and cpu / disk resources to process Software licenses and copy flisk resolutes to pressure of the control of the cont complete repository.

Note that if any redaction error (i.e. over / under redaction) is discovered by client during the lifetime of the guarantee, CSI will re-validate all images validated by the original operator from 1 week before to 1 week after to insure just a single validation mistake occured.

This is a fixed price and all professional services costs are included in the stated pricing. All processing and validation performed at CSI secure facilities in USA.

CSI is now owned by Tyler Technologies, all project billing will be from Tyler Technologies.

Date		
01/03/24	CSIQ7159-07	

Ship To: Clark County Nevada Recorder Courtney Hill 500 S Grand Central Pkwy 2nd Floor Las Vegas, NV 89106 Phone: (702) 455-5530

	Terms	Rep	P.O. Number	Ship Via	
1	Net 30 per batch	Henry Sal			

Ln#	Part Number	Qty	Description	List Price	Ext. Price
1			Reduction software processing 62,983,285 M pages		
2	CSLAL-REDACT-62M	1	Redaction software processing and manual validation of 82,83,285 million pages with production of TIFF redacted image, Accuracy on project guaranteed to be 99,95% or higher with 5 year guarantee on quality. In addition, if any Image is found by dient to be redacted incorrectly (over or under redaction) CSI will re-examine the week of validation operator processing 1 week prior and 1 week after the incorrect image to ensure quality of	\$1,290,000.90	\$1,290,000.00
3	CSI-AI-PDFA	1	the manual validation effort was a single mistake. Production of full text searchable PDF/A	\$0.00	\$0.00
4	CSI-AI-SOLR	1	non-reducted and reducted images Production of SOLR search output stream and	\$0,00	\$0,00
5	war you a mark t		insertion into SOLR search instance provided by CSI		\$1,290,000.00

Ln#	Part Number	Qty	Description	List Price	Ext. Price
				SubTotal Sales Tax Shipping	\$1,290,000,00 \$0,00 TBD
				Total	\$1,290,000.00

Exhibit A, Schedule 1, Milestone Billing Schedule

Tyler and the Client shall perform the following tasks to accomplish the back file processing of approximately 62 million pages of land records for redaction for the pricing as provided for on the Amendment Investment Summary on the preceding page of this Amendment.

ID	Name	Start	Finish	Duration	Resource Initials
1	Billing milestone #1 25% of project price (\$322,500)	Mon 4/1/24	Mon 4/1/24	0 days	CSI
2	Software process batch 1 (10m)	Mon 4/1/24	Fri 4/25/24	20 days	CSI Datacenter
3	Deliver & Invoice Batch 1 (\$107,500)	Mon 4/29/24	Fri 5/3/24	5 days	CSI
4	Software process batch 2 (10m)	Mon 4/29/24	Fri 5/24/24	20 days	CSI Datacenter
5	Deliver & Invoice Batch 2 (\$107,500)	Mon 5/27/24	Fri 5/31/24	5 days	CSI
6	Software process batch 3 (10m)	Mon 5/27/24	Fri 6/21/24	20 days	CSI Datacenter
7	Deliver & Invoice Batch 3 (\$107,500)	Mon 6/24/24	Frì 6/28/24	5 days	CSI
8	Software process batch 4 (10m)	Mon 6/24/24	Fri 7/19/24	20 days	CSI Datacenter
9	Deliver & Invoice Batch 4 (\$107,500)	Mon 7/22/24	Fri 7/26/24	5 days	CSI
10	Software process batch 5 (10m)	Mon 7/22/24	Fri 8/16/24	20 days	CSI Datacenter
11	Deliver & Invoice Batch 5 (\$107,500)	Mon 8/19/24	Fri 8/23/24	5 days	CSI
12	Software process batch 6 (12m)	Mon 8/19/24	Fri 9/20/24	25 days	CSI Datacenter
13	Deliver & Invoice Batch 6 (\$107,500)	Mon 9/23/24	Fri 9/27/24	5 days	CSI

14	*** End of software processing & initial deliveries	Mon 9/30/24	Mon 9/30/24	1 day	n/a
15	Red/Yellow/Green Validate (30% Batch 1)	Mon 4/29/24	Fri 5/24/24	20 days	CSI Validators
16	Grey Validate (70% Batch 1)	Mon 5/27/24	Fri 7/5/24	30 days	CSI Validators
17	Package and Redeliver Batch 1	Mon 7/8/24	Fri 7/12/24	5 days	CSI
18	Final acceptance/invoice batch 1 (\$53,750)	Mon 7/15/24	Fri 8/23/24	30 days	Clark
19	Red/Yellow/Green Validate (30% Batch 2)	Mon 7/8/24	Fri 8/2/24	20 days	CSI Validators
20	Grey Validate (70% Batch 2)	Mon 8/5/24	Fri 9/13/24	30 days	CSI Validators
21	Package and Redeliver Batch 2	Mon 9/16/24	Fri 9/20/24	5 days	CSI
22	Final acceptance/invoice batch 2 (\$53,750)	Mon 9/23/24	Fri 11/1/24	30 days	Clark
23	Red/Yellow/Green Validate (30% Batch 3)	Mon 9/23/24	Fri 10/18/24	20 days	CSI Validators
24	Grey Validate (70% Batch 3)	Mon 10/21/24	Fri 11/29/24	30 days	CSI Validators
25	Package and Redeliver Batch 3	Mon 12/2/24	Fri 12/6/24	5 days	CSI
26	Final acceptance/invoice batch <u>3 (</u> \$53,750)	Mon 12/9/24	Fri 1/17/25	30 days	Clark
27	Red/Yellow/Green Validate (30% Batch 4)	Mon 12/9/24	Fri 1/3/25	20 days	CSI Validators
28	Grey Validate (70% Batch 4)	Mon 1/6/25	Fri 2/14/25	30 days	CSI Validators

29	Package and Redeliver Batch 4	Mon 2/17/25	Fri 2/21/25	5 days	CSI
30	Final acceptance/invoice batch <u>4 (</u> \$53,750)	Mon 2/24/25	Fri 4/4/25	30 days	Clark
31	Red/Yellow/Green Validate (30% Batch 5)	Mon 2/17/25	Fri 3/14/25	20 days	CSI Validators
32	Grey Validate (70% Batch 5)	Mon 3/17/25	Fri 4/25/25	30 days	CSI Validators
33	Package and Redeliver Batch 5	Mon 4/28/25	Fri 5/2/25	5 days	CSI
34	Final acceptance/invoice batch 5 (\$53,750)	Mon 7/15/24	Fri 8/23/24	30 days	Clark
35	Red/Yellow/Green Validate (30% Batch 6)	Mon 4/28/25	Fri 5/23/25	20 days	CSI Validators
36	Grey Validate (70% Batch 6)	Mon 5/26/25	Fri 7/4/25	30 days	CSI Validators
37	Package and Redeliver Batch 6	Mon 7/7/25	Fri 7/11/25	5 days	CSI
38	Final acceptance/invoice batch 6 (\$53,750)	Mon 7/14/25	Fri 8/22/25	30 days	Clark
39	Project Contract End (Completion plus rework safety margin)	Mon 8/25/25	Mon 8/25/25	0 days	n/a

EXHIBIT B PROFESSIONAL SERVICES AGREEMENT INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, Tyler Technologies, Inc. SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. <u>Format/Time</u>: TYLER TECHNOLOGIES, INC. shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within ten (10) business days after COUNTY'S written request for insurance. During renewal periods, TYLER TECHNOLOGIES, INC. shall provide updated Certificates of Insurance as soon as they are available. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance and the minimum amounts shall be maintained for the duration of the Contract and any renewal periods.
- B. Best Key Rating: COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A,VII or higher.
- C. Owner Coverage: COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability/Cyber Protection. TYLER TECHNOLOGIES, INC. 'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. Endorsement/Cancellation: TYLER TECHNOLOGIES, INC. 'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically TYLER TECHNOLOGIES, INC.'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. Policy number must be referenced on endorsement or the form number must be referenced on certificate.
- E. <u>Deductibles</u>: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000. If the deductible is "zero" it must still be referenced on the certificate.
- F. <u>Aggregate Limits</u>: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. Commercial General Liability: Subject to Paragraph F of this Exhibit, TYLER TECHNOLOGIES, INC. shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. A blanket endorsement of the waiver of subrogation and additional insured endorsement must be provided for Commercial General Liability. Policy number must be referenced on blanket endorsement.
- H. Professional Liability: TYLER TECHNOLOGIES, INC. shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must be continuous during the term of this Contract and continue for a period of two (2) years beyond the completion or termination of this Contract. The retroactive date of TYLER TECHNOLOGIES, INC,'S current policy must coincide with or predate the beginning of this Contract and may not be advanced without the consent of COUNTY; provided, however, that such consent shall not be unreasonably withheld.
- I. Cyber Liability: TYLER TECHNOLOGIES, INC, shall obtain and maintain with limits not less than \$2,000,000 per claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by TYLER TECHNOLOGIES, INC, in this Contract and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Technology Professional Liability Errors and Omissions Insurance appropriate to TYLER TECHNOLOGIES, INC.'S profession and work hereunder, with limits not less than \$2,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by TYLER TECHNOLOGIES, INC. in this Contract and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

1. The Policy shall include or be endorsed to include; property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of COUNTY in the care, custody, or control of TYLER TECHNOLOGIES, INC. If not covered under TYLER TECHNOLOGIES, INC.'S liability policy, such "property" coverage of COUNTY may be endorsed onto TYLER TECHNOLOGIES, INC.'S Cyber Liability Policy as covered property as follows:

If TYLER TECHNOLOGIES, INC. maintains broader coverage and/or higher limits than the minimums shown above, COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by TYLER TECHNOLOGIES, INC.. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

- J, Workers' Compensation: TYLER TECHNOLOGIES, INC, shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a TYLER TECHNOLOGIES, INC, that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that TYLER TECHNOLOGIES, INC, has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- K, Failure to Maintain Coverage: If TYLER TECHNOLOGIES, INC, fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order TYLER TECHNOLOGIES, INC, to stop the work, declare TYLER TECHNOLOGIES, INC, in breach, suspend or terminate the Contract.
- L, Additional Insurance: TYLER TECHNOLOGIES, INC, is encouraged to purchase any such additional insurance as it deems necessary.
- M, <u>Damages:</u> TYLER TECHNOLOGIES, INC, is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused by TYLER TECHNOLOGIES, INC., their subcontractors or anyone employed, directed or supervised by TYLER TECHNOLOGIES, INC. in the performance of services under this Contract.
- N. <u>Cost:</u> TYLER TECHNOLOGIES, INC, shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. <u>Insurance Submittal Address</u>: All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155
- P. Insurance Form Instructions: The following information must be filled in by TYLER TECHNOLOGIES, INC.'S Insurance Company representative:
 - 1. Insurance Broker's name, complete address, and phone number.
 - TYLER TECHNOLOGIES, INC.'S name and complete address,
 - Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Personal & Advertising Injury (\$1,000,000)
 - (F) General Aggregate (\$2,000,000)
 - Worker's Compensation
 - Professional Liability/Cyber Protection
 - (G) Policy Number
 - (H) Policy Effective Date
 - (I) Policy Expiration Date
 - (J) Aggregate (\$2,000,000)
 - Description: Professional Services Agreement (must be identified on the initial insurance form and each renewal form).
 - 7. Certificate Holder:

Clark County, Nevada c/o Purchasing and Contracts Division Government Center, Fourth Floor 500 South Grand Central Parkway P.O. Box 551217 Las Vegas, Nevada 89155-1217