RESOLUTION NO. 2761

A RESOLUTION OF THE CITY OF WILSONVILLE ACTING IN ITS CAPACITY AS THE LOCAL CONTRACT REVIEW BOARD AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR ERP REPLACEMENT PROJECT.

WHEREAS, the City utilizes an Enterprise Resource Planning (ERP) software system to manage its financial and permitting records; and

WHEREAS, the City learned that the current ERP system, while supported, is not receiving any additional functional updates; and

WHEREAS, the City performed a ERP Needs Analysis and Software Solutions report determining that Tyler Technologies, Inc.'s Munis and EnerGov software was the best solution; and

WHEREAS, City staff presented the ERP Needs Analysis and Software Solutions report to the City Council during a work session held on July 16, 2018, and on August 6, 2018, the Council adopted Resolution No. 2701 to replace the City's current ERP system with Tyler Technologies, Inc.'s Munis and EnerGov software; and

WHEREAS, the City has planned and budgeted for the new ERP software system to replace the current ERP system that began installation in 2001; and

WHEREAS, Wilsonville Code 2.312 exempts the purchase of software from competitive procurement; and

WHEREAS, Tyler Technologies and the City of Wilsonville have negotiated a contract covering the purchase and implementation of the new software.

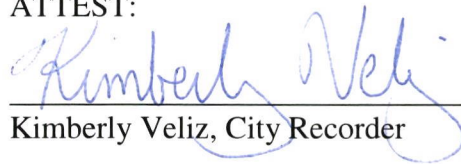NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a contract with Tyler Technologies, Inc. for a stated value of $1,063,121, which contract must be substantially similar to Exhibit A attached hereto and incorporated herein.

2. This Resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 15th day of July 2019, and filed with the Wilsonville City Recorder this date.

Tim Knapp, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes

EXHIBIT:

    A. License and Services Agreement

LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Acceptance"** means the process to be used, as described in Section C(8) of this Agreement, for identifying and resolving Defects in the Tyler software products and services.
- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Change Order"** means the document used by Tyler and Client to initiate the process by which additional Tyler products or services are requested or any changes to the agreed upon products or services are requested.
- **"Client"** means the City of Wilsonville, Oregon, its officials, employees and consultants.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, or the Documentation. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation; however, in no case will current functionality be reduced or eliminated except as specifically permitted through this Agreement. A disagreement as to whether a fix or update is a functional equivalent will be referred to the mutually agreed Dispute Resolution Process of this Agreement.
- **"Deliverable"** means those items listed as such in the Statement of Work.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which the Agreement is fully executed and signed by all Parties to the Agreement.
- **"Final Acceptance"** means that all Deliverables have been accepted by Client in accordance with this Agreement and any applicable addenda or Change Orders.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, extraordinary governmental action that prevents performance hereunder, war, riot or civil commotion, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us and that prevents performance of this Agreement.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services

attached as <u>Exhibit A</u>.

- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as <u>Exhibit B</u>.
- **"Go-Live Date"** means the date, by phase, of the first productive use of Tyler Software. Each phase has a live date as specified in the Statement of Work, subject to written, mutually agreed changes.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as <u>Exhibit C</u>.
- **"Phase Acceptance"** means that all Deliverables associated with the indicated project phase have been accepted by Client in accordance with this Agreement.
- **"Phase Initiation Date"** means the date in which implementation of a phase begins as indicated in the Statement of Work, subject to written, mutually agreed changes.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as <u>Exhibit E</u>.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as <u>Schedule 1</u> to <u>Exhibit C</u>.
- **"System"** means the final configuration and set-up of the Tyler Software, including migrated or converted data, configuration, and database design, so that the Tyler Software and related elements perform in the manner warranted.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms, as applicable and attached as <u>Exhibit D</u>.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"Users"** means the Client's employees, consultants, and officials who have the right to use and have access to the Tyler Software.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. <u>License Grant and Restrictions</u>.

   1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

   1.2 Without limiting the terms of Section 1.1, you understand and agree that the Tyler Notify module set

forth in the Investment Summary is licensed to you on a subscription basis. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your license to use the associated module will be suspended unless and until payment in full has been made.

1.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.4 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties, except as required under Oregon Revised Statutes (ORS) 192.410 *et seq* and consistent with Section I(17) below. Client's consultants, contractors, and business partners may access the Tyler Software under the Client's direction to the extent required for them to provide services to the Client. Any such use by, or disclosure to, said third parties is strictly subject to the terms and conditions of this Agreement. Client shall be liable for any failure of a third party gaining access to the Tyler Software or Documentation to abide by the terms and conditions of this Agreement.

1.5 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us thirty (30) days advance written notice of any such transfer and will pay us our reasonable costs for any required or requested technical assistance from us associated with such transfer.

1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. <u>License Fees</u>. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. <u>Limited Warranty</u>. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will, consistent with industry standards, cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. <u>Services</u>. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work. The parties anticipate that all implementation-related services will be provided in the project timeline stated in the Statement of Work.

2. <u>Professional Services Fees</u>. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Tyler, through the exercise of its professional judgment and expertise, warrants that the services included in the Agreement are reasonably sufficient to deliver the scope of work as mutually agreed and indicated in and through this Agreement upon its execution, provided Client timely meets its obligations pursuant the Agreement. In the event that days are not reasonably sufficient to deliver the scope of work, at no fault of the Client, Tyler will complete the scope of work at no additional cost to the

Client. We will bill you the actual fees incurred based on the in-scope services provided to you. We will not add services to this Agreement without your prior written consent via a Change Order.   Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours and, if such discrepancies will increase the total amount stated in the Investment Summary, the parties must enter into a written amendment for the additional cost, which amendment must be approved in accordance with City and State of Oregon public contracting laws and regulations. We will bill you in accordance with Exhibit B (Invoicing and Payment Policy). This Agreement is subject to Client's budget appropriation, and may be terminated for non-appropriation consistent with Section G(2) below.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for ninety (90) days from the date of the quote. If you ask for a service not covered in the Investment Summary, we will advise you it is not covered and will provide a cost estimate and obtain your written consent to the cost and the service before the service is performed.

4. Cancellation. If travel is required, each party will make all reasonable efforts to schedule travel for its personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if a party habitually cancels services less than two (2) weeks in advance (other than for Force Majeure or breach by the other party), the cancelling party will be liable for all (a) non-refundable expenses incurred by the non-cancelling party upon providing receipts evidencing the non-refundable expenses, and in the case of Tyler, (b) daily fees associated with cancelled professional services if Tyler is unable to reassign its personnel, provided that Tyler makes all reasonable efforts to reassign personnel. For purposes of this section, habitually shall mean no less than three (3) cancellations subject to this section.

5. Services Warranty. We warrant that all services will be delivered consistent with the terms of this Agreement (specifically, the Statement of Work) by professionals who possess commercially reasonable expertise in the Tyler Software, with the care and skill ordinarily exercised by members of the profession practicing under similar conditions, and a sufficient ability to provide the consultative services identified in the Investment Summary, to the extent those services are within our scope of responsibility. In the event we provide services that do not conform to this warranty, we will promptly re-perform such services at our sole expense, including related travel expenses, if any.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us prior to Tyler beginning to perform any services, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the

implementation-related services outlined in this Agreement. A party will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by the other party's personnel to provide such cooperation and assistance (either through action or omission).

8. Tyler Software Acceptance.

   8.1 For Control Points 1 through 5 of each Phase, as defined in the Statement of Work, Client will use the acceptance process and criteria set forth in the Statement of Work.

   8.2 For Control Point 6 of each Phase, as defined in the Statement of Work, Client will use the following acceptance process and the process and criteria set forth in Control Point 6 in the Statement of Work.

      8.2.1 Client will have a maximum of a thirty (30) calendar day "test period" after the Go Live Date of each Phase to test the System in a live production environment and report documented Defects. The Client may request up to an additional thirty (30) calendar days of testing, and Tyler will not unreasonably refuse such request. Any such extension of the test period may require that additional services be added to this Agreement.

      8.2.2 If there are no Defects reported during the test period, the Client will issue a "Phase Acceptance" for that Phase.

      8.2.3 If Client reports a documented Defect during the test period, Client will notify Tyler in writing. Tyler will timely correct the Defect(s) or provide a mutually agreeable plan for future resolution of any Defect(s). A dispute with respect to the plan shall be addressed pursuant to the Dispute Resolution Process of this Agreement. Upon resolution of a Defect during the test period, Client may re-perform testing for a maximum of thirty (30) calendar days. This procedure shall repeat until all Defect(s) have either been resolved or the Client and Tyler, reasonably cooperating, have developed a mutually agreeable schedule for Defect(s) resolution. Client shall issue a "Phase Acceptance" for that Phase upon resolution of the Defect(s).

   8.3 Upon Phase Acceptance of the last Phase of the project, Tyler shall request that Client grant Final Acceptance. Client will use the acceptance process set forth in 8.2 and Control Point 6 and shall issue Final Acceptance upon resolution of all Defects.

9. Change Orders.

   9.1 Client Initiated. In the event that Client desires to modify or amend the Statement of Work, Client will work with Tyler to initiate a Change Order to Tyler noting the general scope, Deliverables, and timeline requirements for the services requested. Tyler must timely respond in writing, providing a specific recommendation for the solution, and providing Client with an estimated cost for the work proposed in the Change Order, if applicable. Tyler's written response will include sufficient detail to evaluate the response, including, as appropriate, a breakdown of the number of staff hours, level of personnel needed to effect this change, and technical design information for the proposed solution. If Client elects to move forward with the Change Order, the Change Order shall not become binding until agreed upon by both parties in writing. There is no charge for the preparation of Tyler's response. Client's submission of an unsolicited Change Order request to Tyler does not modify or amend the Statement of Work in any way and creates no Tyler obligations.

9.2 Tyler Initiated. In the event that Tyler desires to modify or amend the Statement of Work, Tyler may submit an unsolicited Change Order request to Client for Client's consideration. Tyler's submission of an unsolicited Change Order request to Client does not modify or amend the Statement of Work and creates no Client obligations unless and until the Change Order is accepted and signed by Client.

9.3 Approval. A party's approval for any modification of amendment to the Statement of Work will be indicated solely through that party's written approval of a specific Change Order. A Change Order becomes effective only when Tyler and Client each provide written approval of the Change Order.

9.4 During the pendency of a Change Order request, unless otherwise agreed to in writing, the parties will continue working without stoppage of work. For clarification, and not as a limitation, unreasonably stopping work during the pendency of a Change Order request may be considered a material breach.

9.5 All Change Orders must be in writing and signed by each of the parties to become an amendment to the Agreement.

10. Personnel. Tyler warrants that Tyler will maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. Tyler will provide written notice to Client informing Client of all Tyler employees who intend to travel to Client's location as soon as reasonably practicable prior to travel.   In the event Tyler personnel provide services not conforming to the services warranties in this Agreement, Tyler will be given a reasonable opportunity to correct the deficiency. The parties agree that a reasonable opportunity shall not exceed seven (7) days. Once Tyler has had a reasonable opportunity to correct the deficiency, if the deficiency persists, then Client may provide written notice to Tyler demanding that the Tyler personnel be removed. In such a case, Tyler will provide a replacement, at no cost to the Client, with sufficient experience and project knowledge to perform services as required in this Agreement. Such replacement shall be provided within a commercially reasonable time, not to exceed thirty (30) days or, in the event Tyler disagrees with Client's demand, the matter shall be referred to the Dispute Resolution Process of this Agreement. Failure to provide adequate experienced employees after Client has provided written notice to Tyler demanding replacement of personnel may be considered a material breach.

11. Time of the Essence. The parties acknowledge that time is of the essence with respect to each party's obligations under this Agreement, which will be performed according to the Statement of Work, the mutually-agreed upon project plan, or as otherwise agreed to in writing by the parties.

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

(i)	receive the lowest priority under our Support Call Process;
(ii)	be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
(iii)	be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
(iv)	be charged for a minimum of two (2) hours of support services for every support call; and
(v)	not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Products Warranties.

   2.1 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware. Tyler warrants that it is authorized to sell, deliver and/or install the Third Party Hardware.

   2.2 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

3. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we 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 your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and

only those amounts, and continue to have access to the locally installed Tyler Software, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within forty-five (45) days of notice of our intent to do so, such notice to include specific written details of the reason, our planned actions, and the timing of such actions.

SECTION G – TERMINATION

1. <u>For Cause</u>. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have delivered, prior to the effective date of termination.

2. <u>Lack of Appropriations</u>. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

3. <u>Force Majeure</u>. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

4. <u>Termination for Convenience</u>. You may terminate this Agreement for convenience upon thirty (30) days prior written notice. In the event of termination for convenience, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. <u>Intellectual Property Infringement Indemnification</u>.

    1.1 We will defend, indemnify, and hold harmless you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment,

including any attorney fees at trial or on appeal (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement, but if any third-party liability of or cost to Client is determined, Tyler must defend, indemnify, and hold Client harmless against any such third-party liability or cost. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we may: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent acceptable to Client, such acceptance not to be unreasonably withheld; or (d) terminate your license and, in which case you will be able to fully pursue damages or equitable remedies as set for in Section I(3). We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify, defend, and hold harmless you and your agents, officials, officers, representatives, employees, and volunteers from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs at trial and on appeal) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; (b) our violation of a law applicable to our performance under this Agreement, (c) any of the intellectual property damages identified in Section H(1) above, or (d) a breach of Tyler's warranty in Section E.3.1 above. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement, but if any third-party liability of or cost to Client is determined, Tyler must defend, indemnify, and hold Client harmless against any such third-party liability or cost. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense. Nothing in this paragraph waives Client's rights to pursue any and all claims against Tyler.

2.2 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, except if directed to do so by Tyler. This indemnification shall not be construed as a waiver of this Client's sovereign immunity. Any claims against the Client pursuant to this Section H must comply with the procedures found in applicable law. In addition, this indemnification shall be construed to limited recovery by the indemnified party against the Client to only those damages caused by Client's negligence or willful misconduct. We will notify you promptly in writing of the claim and will give you, at your option, 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.

3. **DISCLAIMER. 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.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, 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 ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. 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 SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR YOU BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF THE OTHER PARTY ADVISES OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. 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 (inclusive of Cyber and Privacy of Liability coverage) of at least $3,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add City of Wilsonville, its appointed and elected officials, employees, volunteers, contractors, representatives, and agents as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add the same as an additional insured to our Excess/Umbrella Liability policy as well. We will also provide you a waiver of subrogation on claims under our Commercial General Liability and Automobile Liability policies that arise out of or relate to the contract and are between us and you, except to the extent the damage or injury is caused by you. We will provide you with copies of certificates of insurance including the additional insured and waiver of subrogation under this paragraph upon approval of this Agreement by your City Council and as soon as practicable upon expiration of the then-current insurance policy period. We shall provide thirty (30) days prior written notice to you of any cancellation, non-renewal, termination, material change, or reduction in coverage that results in Tyler not complying with the minimum insurance requirements of this Agreement.

SECTION I – GENERAL TERMS AND CONDITIONS

1. <u>Additional Products and Services</u>. You may purchase additional products and services at the rates set forth in the Investment Summary for twenty-six (26) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twenty-six (26) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. <u>Optional Items</u>. Pricing for any listed optional products and services in the Investment Summary will be valid for twenty-six (26) months from the Effective Date.

3. <u>Dispute Resolution</u>. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Oregon law, Federal Rule of Evidence 408, or any similar applicable state rule. If we fail to resolve the dispute within fourteen (14) days of receipt of the written notice, then the parties shall participate in non-binding mediation in an effort to resolve the dispute no later than thirty (30) days after the informal dispute resolution. The parties must agree on a mediator, or if the parties cannot agree, the parties must request the Clackamas County Circuit Court to appoint a mediator. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in the State or Federal Courts with jurisdiction over Clackamas County, Oregon. Nothing in this section shall prevent you or us from seeking necessary equitable relief, including, but not limited to, injunctive relief and specific performance, during the dispute resolution procedures.

4. <u>Taxes</u>. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. <u>Nondiscrimination</u>. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. <u>E-Verify</u>. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. <u>Subcontractors</u>. We will not subcontract any services under this Agreement without your prior express and written consent, not to be unreasonably withheld.

8. <u>Binding Effect; No Assignment</u>. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets, and our consent is not required for an assignment by you as a result of a government or statutory directive, official name change, annexation by another agency, assumption of operations by another agency or government entity, or purchase of substantially all of our assets, provided, however, we reserve the right to require payment of additional fees if the resulting entity resides in a different pricing category than the Client as of the Effective Date of this Agreement.

9. <u>Force Majeure</u>. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. <u>No Intended Third Party Beneficiaries</u>. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. <u>Entire Agreement; Amendment</u>. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. <u>Severability</u>. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. <u>No Waiver</u>. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. <u>Independent Contractor</u>. We are an independent contractor for all purposes under this Agreement.

15. <u>Notices</u>. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. <u>Client Lists</u>. You agree that we may identify you by name in client lists. We may also use your name in marketing presentations and promotional materials. We will obtain your written consent prior to identifying you in any of these marketing and promotional documents or materials.

17. <u>Confidentiality</u>. 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 all materials marked as confidential. To the extent allowed under Oregon 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;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party;
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or as required by law, administrative or judicial process, or as compelled by a governmental authority; provided, however, that in the event either party receives such a request, the receiving party will promptly notify the other party so that the other party may seek a protective order or other remedy. After notice from you that a public records request has been made for confidential information or materials, each party shall be solely responsible for defending its determination that the requested confidential information or material is subject to an exception pursuant to applicable laws, which action shall be taken immediately, not later than ten (10) days from the date of the notification; or
    (e) Information which the receiving party of a public records request establishes was developed independently of confidential information furnished to it.

18. <u>Business License</u>. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. <u>Governing Law</u>. The provisions of this Agreement will be governed by and construed in accordance with the laws of the State of Oregon, without regard to its rules on conflicts of law. Any actions or suits involving questions arising under this Agreement must be brought either in the appropriate state court in Clackamas County, Oregon, or the United States District Court for the District of Oregon. We shall comply with all federal and state laws, regulations, and executive orders applicable to the work under this Agreement, including, without limitation, required provisions of Oregon Public Contracting Law, ORS Chapter 279B.

20. <u>Multiple Originals and Authorized Signatures</u>. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the

signatory set forth below is duly authorized to bind that party to this Agreement.

21. <u>Cooperative Procurement</u>. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. <u>Contract Documents</u>. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
	Schedule 1: Migration Modules
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work
Exhibit F	Disaster Recovery Terms
Exhibit G	Tyler Systems Management Agreement

23. <u>Limited License Rights Upon Migration</u>. When Tyler makes Tyler Software discounted 100% in the Investment Summary (the "Evergreen Modules") licensed pursuant to this Agreement available to the Client for use in live production, the license to the Tyler software listed in Exhibit A, Schedule 1 (hereafter, "Migration Modules") shall continue on a limited, read-only basis for document viewing and reporting purposes, provided Client makes timely payment of the annual Legacy Eden Database Support fee set forth in the Investment Summary and maintains the Migration Modules in their current operating environment. Payment of the annual fee includes maintenance and support of the Migration Modules at a level sufficient to allow for the limited, read-only use of document viewing and reporting.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.   City of Wilsonville, OR

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Address for Notices: Address for Notices:
    Tyler Technologies, Inc.   City of Wilsonville
    One Tyler Drive   29799 Southeast Town Center Loop East
    Yarmouth, ME 04096   Wilsonville, OR 97070
    Attention: Chief Legal Officer   Attention: City Attorney

                                                  Approved as to Form:

                                                  _____
                                                  Amanda R Guile-Hinman, Assistant City Attorney
                                                  City of Wilsonville

Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

[Remainder of page intentionally left blank.]

Quoted By:	Jason Cloutier
Date:	7/2/2019
Quote Expiration:	9/28/2019
Quote Name:	City of Wilsonville-ERP-Munis
Quote Number:	2019-70690-2
Quote Description:	Munis / EnerGov Not To Exceed(7/2/2019)

Sales Quotation For

City of Wilsonville

29799 SW Town Center Loop E

Wilsonville, OR 97070-6499

Phone +1 (503) 570-1524

SaaS

Description	# Years	Annual Fee	One Time Fees		
			Impl. Hours	Impl. Cost	Data Conversion
Productivity:					
Tyler Notify	1	■	■	■	■
Sub-Total:		■		■	■
Less Discount:		■		■	■
TOTAL:		**$3,500.00**	**0**	**$0.00**	**$0.00**

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Accounting/GL	■	■	■	■	■	■
Accounts Payable	■	■	■	■	■	■
Budgeting	■	■	■	■	■	■
Capital Assets	■	■	■	■	■	■
Cash Management	■	■	■	■	■	■
Contract Management	■	■	■	■	■	■
Project & Grant Accounting	■	■	■	■	■	■

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Purchasing	██████	██	██████	█████	██████	██████
Human Capital Management:						
Human Resources & Talent Management	██████	██	██████	████	██████	█████
Payroll w/ESS	██████	██	██████	██████	██████	█████
Revenue:						
Accounts Receivable	█████	██	██████	████	██████	█████
Central Property File	██████	█	██████	████	██████	████
General Billing	████	██	█████	████	██████	█████
Tyler Cashiering	██████	██	██████	████	██████	█████
UB Interface	██████	██	█████	████	██████	█████
Utility Billing CIS	██████	██	█████	██████	██████	█████
Productivity:						
Tyler ReadyForms Processing (including Common Form Set)	██████	█	████	████	██████	█████
Tyler Content Manager SE	██████	██	█████	██████	██████	█████
Munis Analytics & Reporting	█████	██	██████	████	██████	█████
eProcurement	██████	██	█████	████	██████	█████
Citizen Self Service	█████	██	█████	████	██████	█████
Additional:						
EnerGovAdv Server Extensions Bundle	█████	██	██████	████	██████	█████
EnerGov Business Management Suite (10)	██████	██	██████	████	██████	█████
EnerGov Citizen Self Service - Business Management	█████	██	█████	████	██████	█████
EnerGov Citizen Self Service - Community Development	██████	██	█████	████	██████	█████
EnerGov Community Development Suite (35)	███████	██	██████	████	██████	██████
EnerGov e-Reviews	██████	██	██████	████	██████	█████
EnerGov iG Workforce Apps (10)	██████	██	█████	████	██████	█████
EnerGov Report Toolkit	██████	█	█████	████	██████	█████

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Tyler Disaster Recovery Service	▮	▮	▮	▮	▮	▮
Tyler GIS (45)	▮	▮	▮	▮	▮	▮
Tyler System Management Services Contract	▮	▮	▮	▮	▮	▮
Sub-Total:	▮		▮	▮	▮	▮
Less Discount:	▮		▮	▮	▮	▮
TOTAL:	**$296,900.00**	**1808**	**$316,400.00**	**$48,850.00**	**$662,150.00**	**$20,750.00**

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Custom Reporting Services and Additional Training to be used if needed (only billed if used)	▮	▮	▮	▮
Days to meet Not To Exceed contract requirement (22 Days-only billed of used)	▮	▮	▮	▮
EnerGov - Post Live Services (only billed if used)	▮	▮	▮	▮
Financials - Post Live Services (only billed if used)	▮	▮	▮	▮
HCM - Post Live Services (only billed if used)	▮	▮	▮	▮
Install Fee - New Server Install-WIN	▮	▮	▮	▮
Project Planning Services	▮	▮	▮	▮
TCM Conversion - Implementation	▮	▮	▮	▮
Tyler Notify - Implementation	▮	▮	▮	▮
Tyler ReadyForms Processing Configuration	▮	▮	▮	▮
UB - Post Live Services (only billed if used)	▮	▮	▮	▮
TOTAL:				**$142,800.00**

Summary	One Time Fees	Recurring Fees
Total SaaS	$0.00	$3,500.00
Total Tyler Software	$296,900.00	$20,750.00
Total Tyler Services	$508,050.00	$0.00
Total 3rd Party Hardware, Software and Services	$0.00	$0.00
Summary Total	**$804,950.00**	**$24,250.00**

Summary	One Time Fees	Recurring Fees
Contract Total **(Excluding Estimated Travel Expenses)**	**$829,200.00**	
Estimated Travel Expenses	**$156,600.00**	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting - Actuals up to 3 years	███	███	███
Accounting - Budgets up to 3 years	███	███	███
Accounting Standard COA	███	███	███
Accounts Payable - Checks up to 5 years	███	███	███
Accounts Payable - Invoice up to 5 years	███	███	███
Accounts Payable Standard Master	███	███	███
Capital Assets Std Master	███	███	███
Payroll - Accrual Balances	███	███	███
Payroll - Accumulators up to 5 years	███	███	███
Payroll - Certifications	███	███	███
Payroll - Check History up to 5 years	███	███	███
Payroll - Deductions	███	███	███
Payroll - Earning/Deduction Hist up to 5 years	███	███	███
Payroll - Education	███	███	███
Payroll - PM Action History up to 5 years	███	███	███
Payroll - Position Control	███	███	███
Payroll - Recruiting	███	███	███
Payroll - Standard	███	███	███
Payroll - State Retirement Tables	███	███	███
Project Grant Accounting - Actuals up to 3 years	███	███	███
Project Grant Accounting - Budgets up to 3 years	███	███	███
Project Grant Accounting Standard	███	███	███
Purchasing - Purchase Orders - Standard Open PO's only	███	███	███
Tyler Content Manager SE - EnerGov Business Management	███	███	███
Tyler Content Manager SE - EnerGov Community Development	███	███	███
Utility Billing - Assessments	███	███	███
Utility Billing - Backflow	███	███	███
Utility Billing - Balance Forward AR	███	███	███

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Utility Billing - Budget Billing	███████	███████	███████
Utility Billing - Consumption History up to 5 years	███████	███████	███████
Utility Billing - Service Orders	███████	███████	███████
Utility Billing - Services	███████	███████	███████
Utility Billing - Standard	███████	███████	███████
		TOTAL:	**$48,850.00**

Optional Tyler Software & Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Bid Management	▮	▮	▮	▮	▮	▮
Human Capital Management:						
ExecuTime Time & Attendance (200)	▮	▮	▮	▮	▮	▮
ExecuTime Time & Attendance Mobile Access	▮	▮	▮	▮	▮	▮
Additional:						
EnerGov Assist Advanced	▮	▮	▮	▮	▮	▮
EnerGov Assist Basic	▮	▮	▮	▮	▮	▮
EnerGov Assist Complete	▮	▮	▮	▮	▮	▮
TOTAL:	**$30,320.00**	**120**	**$21,000.00**	**$0.00**	**$51,320.00**	**$108,196.00**

Optional 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Cash Drawer	▮	▮	▮	▮	▮	▮	▮
Hand Held Scanner - Model 1900GSR	▮	▮	▮	▮	▮	▮	▮
Hand Held Scanner Stand	▮	▮	▮	▮	▮	▮	▮
ID Tech MiniMag USB Reader	▮	▮	▮	▮	▮	▮	▮
Printer (TM-S9000)	▮	▮	▮	▮	▮	▮	▮
3rd Party Hardware Sub-Total:			*$0.00*	*$4,804.00*			*$0.00*
TOTAL:				**$4,804.00**			**$0.00**

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for twenty six (26) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____   Date: _____

Print Name: _____   P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Financials:						
Accounting/GL	▬	▬	▬	▬	▬	▬
Accounts Payable	▬	▬	▬	▬	▬	▬
Budgeting	▬	▬	▬	▬	▬	▬
Capital Assets	▬	▬	▬	▬	▬	▬
Cash Management	▬	▬	▬	▬	▬	
Contract Management	▬	▬	▬	▬	▬	▬
Project & Grant Accounting	▬	▬	▬	▬	▬	▬
Purchasing	▬	▬	▬	▬	▬	▬
Payroll/HR:						
Human Resources & Talent Management	▬	▬	▬	▬	▬	▬
Payroll w/ESS	▬	▬	▬	▬	▬	▬
Revenue:						
Accounts Receivable	▬	▬	▬	▬	▬	▬
Central Property File	▬	▬	▬	▬	▬	▬
General Billing	▬	▬	▬	▬	▬	▬
Tyler Cashiering	▬	▬	▬	▬	▬	▬
UB Interface	▬	▬	▬	▬	▬	
Utility Billing CIS	▬	▬	▬	▬	▬	▬
Productivity:						
Citizen Self Service	▬	▬	▬	▬	▬	▬
eProcurement	▬	▬	▬	▬		▬
Munis Analytics & Reporting	▬	▬	▬	▬	▬	▬
Tyler Content Manager SE	▬	▬	▬	▬	▬	▬
Tyler ReadyForms Processing (including Common Form Set)	▬	▬	▬	▬	▬	▬
Additional:						

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
EnerGovAdv Server Extensions Bundle	▮	▮	▮	▮	▮	▮
EnerGov Business Management Suite (10)	▮	▮	▮	▮	▮	▮
EnerGov Citizen Self Service - Business Management	▮	▮	▮	▮	▮	▮
EnerGov Citizen Self Service - Community Development	▮	▮	▮	▮	▮	▮
EnerGov Community Development Suite (35)	▮	▮	▮	▮	▮	▮
EnerGov e-Reviews	▮	▮	▮	▮	▮	▮
EnerGov iG Workforce Apps (10)	▮	▮	▮	▮	▮	▮
EnerGov Report Toolkit	▮	▮	▮	▮	▮	▮
Tyler Disaster Recovery Service	▮	▮	▮	▮	▮	▮
Tyler GIS (45)	▮	▮	▮	▮	▮	▮
Tyler System Management Services Contract	▮	▮	▮	▮	▮	▮
TOTAL:	**$602,350.00**	**$305,450.00**	**$296,900.00**	**$155,117.00**	**$134,367.00**	**$20,750.00**

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

Tyler System Management Services is calculated at ███████████████████████████

Tyler's Disaster Recovery Service is calculated at ██ The Disaster Recovery fees are applicable only to one Live Munis database and excludes all test and training databases.

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

The Tyler Software Product Tyler ReadyForms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Payroll library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

Comments

EnerGov e-Reviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of $3,000/100 users. Further pricing detail is available by contacting Bluebeam at https://www.bluebeam.com/solutions/studio-prime

Business Management Forms Library Includes: 1 Licensing - Business License, 1 Licensing - Business License Renewal, 1 Licensing - Business License Delinquent, 1 Licensing - Profession License, 1 Licensing - Profession License Renewal, 1 Licensing --Profession License Delinquent.

Community Development Forms Library Includes: 1 Permits - Building, 1 Permits - Trade, 1 Planning - Certificate, 1 Permits - Occupancy/Completion, 1 Code - Violation Notice.

Tyler Notify SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either part at least thirty (30) days prior to the end of the then-current term.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

For the avoidance of doubt, Tyler Detect is a subscription service, not SaaS.

Notwithstanding the foregoing language, payment of annual subscription fees for Tyler Detect commence on the availability of the service. Tyler Detect services will renew automatically for additional one (1) year terms, and subsequent subscription fees are due annually in advance on the anniversary of the availability date at our then-current rates.

Pricing is based on client's current network size as defined by their entity size. Any material increases of network size may result in additional fees being assessed for the Tyler Detect service upon renewal.

Schedule 1
"Migration Modules"

- Budget Preparation
- Data Dictionaries
- Fixed Assets
- GL/AP
- Human Resources
- Licensing
- Menu
- Parcel Manager
- Payroll
- Parcels w/ Permits
- Position Budgeting
- Project Accounting
- Purchasing
- Requisitions
- Utility Billing
- CORE Cashiering Support - 1 Station
- Core Cashiering Support
- Human Resources Support Web
- Permits & Inspections Support Web
- Utility Billing Support Web
- Tyler Output Processing
- Tyler Permits Voice Extension
- "Tyler Payments - Hosting Fee""
- Tyler Notify IVR Connect Support
- Tyler Notify Support

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. <u>Tyler Software</u>.

   1.1 *License Fees*: License fees are invoiced 100% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date").

   1.2 *Subscription Fees*: Your initial subscription fees for Tyler Notify are invoiced when we make the product available to you. Subsequent subscription fees are due annually in advance on the anniversary of that date at our then-current rates.

   1.3 *Maintenance and Support Fees*: Year 1 maintenance and support fees are waived for one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on the first anniversary of the Effective Date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates, except as noted below. On the first such anniversary, Client shall no longer be required to pay annual support fees for the Migration Modules. Notwithstanding the foregoing or anything to the contrary in this Agreement, increases to your annual maintenance and support fees will be limited as shown below:

Year	Increase Limit
2	Three percent (3%) increase over the amounts listed in the Investment Summary for Year 1 Maintenance Fees before discount
3	Three percent (3%) over the prior year annual fees
4	Five percent (5%) over the prior year annual fees
5	Five percent (5%) over the prior year annual fees

2. <u>Professional Services</u>.

   2.1 *Legacy Eden Database Support*: The fee for Legacy Eden Database Support, as set forth in the

Investment Summary, shall be invoiced annually in advance, beginning on the Effective Date of this Agreement. Subsequent fees for Legacy Eden Database Support will be invoiced at our then-current rates.

2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.6 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.7 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Other Services and Fees*.

3.1 *Systems Management*: Systems Management Services are invoiced on the Available Download Date. Systems Management Services will renew automatically for additional one (1) year terms at our

then-current Systems Management Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

3.2 *Disaster Recovery Services*: Disaster Recovery Services are invoiced annually in advance upon our receipt of your data. Disaster Recovery services will renew automatically for additional one (1) year terms at our then-current Disaster Recovery fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

4. Third Party Products*.*

4.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

4.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

4.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

5. Expenses*.* The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred with no administrative mark-up and only in accordance with our then-current Business Travel Policy attached hereto as Exhibit B at Schedule 1. If we update our Business Travel Policy, such update(s) will be to address market or industry-standard travel changes and not to provide additional travel luxuries for our personnel. Copies of receipts will be provided upon request. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Migration Modules. Client will receive a credit for the maintenance and support fees prepaid for the Migration Modules for the time period commencing on the first anniversary of the Effective Date of this Agreement. Migration Modules are listed at Exhibit A, Schedule 1.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

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

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges, if applicable and incurred, are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

   Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

   B. Rental Car

   Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

   C. Public Transportation

   Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

   D. Parking & Tolls

   When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

   Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

   "No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

   Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed

separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

    Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

    Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

    A. Overnight Travel
        For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

        Departure Day

        Depart before 12:00 noon   Lunch and dinner
        Depart after 12:00 noon   Dinner

        Return Day

        Return before 12:00 noon   Breakfast
        Return between 12:00 noon & 7:00 p.m.   Breakfast and lunch
        Return after 7:00 p.m.*   Breakfast, lunch and dinner

      *7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

        The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

            ▪ Breakfast   15%
            ▪ Lunch   25%
            ▪ Dinner   60%

    B. Same Day Travel

        Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

    Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

    All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

    When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

    The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

    Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. <u>Term</u>. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.

2. <u>Maintenance and Support Fees</u>. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within forty-five (45) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. <u>Maintenance and Support Services</u>. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees subject to Section F of this Agreement, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent , our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours;

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   3.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. <u>Client Responsibilities</u>. We will use all reasonable efforts to perform any maintenance and support services

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remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, with your prior consent, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason wholly within your control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. <u>Hardware and Other Systems</u>. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

   In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

   (a) All infrastructure executing Tyler Software shall be managed by you;
   (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) You will perform daily database backups and verify that those backups are successful.

6. <u>Other Excluded Services</u>. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. <u>Current Support Call Process</u>. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.

8. <u>Support of Migration Modules</u>. Upon the first anniversary of the Effective Date and Client's timely payment of annual maintenance and support fees for Tyler Evergreen Modules, Client is entitled to receive, at no additional charge, maintenance and support for the Migration Modules until Tyler makes the Tyler Evergreen Modules available for use in live production. Following such period, Tyler shall continue to provide maintenance and support of the Migration Modules as set forth in Section I(23) of the Agreement.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:
   (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
   (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
   (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
   (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources
A number of additional resources are available to provide a comprehensive and complete support experience:
   (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
   (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
   (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
   (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number by the Client, which corresponds to the Client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:
(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:
(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

**Exhibit D
DocOrigin End User License Agreement**

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY **OF SOFTWARE LTD.** AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

<u>DocOrigin</u>

<u>**SOFTWARE LICENSE**</u>

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8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without OF Software Ltd.'s prior written consent. OF Software Ltd. may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.

8.4 **Governing Law and Venue.** This Agreement shall be governed by the laws of the Province of Ontario. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.5 **Entire Agreement**. This Agreement is the entire understanding and agreement between You and OF Software Ltd. with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by OF Software Ltd. from time to time and the most recent version of the Agreement will be available on the OF Software website www.docorigin.com.

Last Updated: [July 18 2013]

Exhibit E
Statement of Work

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Statement of Work

Tyler Technologies

Prepared for:

City of Wilsonville
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Wilsonville, OR 97070

Prepared by:

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Tyler Technologies, Inc.
www.tylertech.com

Table of Contents

1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation Stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer City of Wilsonville the opportunity to make the City more accessible and responsive to external and internal customer needs and more efficient in its operations through:

Streamlining, automating, and integrating business processes and practices
Providing tools to produce and access information in a real-time environment
Enabling and empowering users to become more efficient, productive and responsive
Successfully overcoming current challenges and meeting future goals

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the City's functional area utilizing the Tyler product(s). Refer to the Investment Summary for details on products and services components covered in the Implementation Stages section of this SOW.

PRODUCT	APPLICATION
Munis	Financial Management
Munis	Procurement
Munis	Tyler Reporting Services
Munis	Accounts Receivable and Collections
Munis	Utility Billing
Munis	Human Resources & Payroll
EnerGov	Licensing & Regulatory Management
EnerGov	Permitting & Land Management
Tyler	Notify
Tyler	Cashiering
Tyler	Content Manager

1.3 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Work package 1.3.3 ("Project/Phase Planning") will produce the authoritative timeline for the project and accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements. It will further address which functionality areas and modules to be addressed in each Phase.

The dates of each Phase provided below are estimates based on preliminary discussions and assumptions regarding resource availability. The dates do not represent any contractual commitment and will not be referenced to trigger payment or to enforce deadlines for specific project activities.

Phase	Functional Areas	Modules	Estimated Start	Estimated Go-Live	Duration
1	**Munis Financials**	• Accounting/GL • Accounts Payable • Accounts Receivable • Budgeting • Capital Assets • Cash Management • Contract Management • General Billing • Project & Grant Accounting • Purchasing • eProcurement	**October 2019**	**July 2020** (or as defined in the project plan)	10 months

	Forms	• Tyler Forms Library - Financials
		  o 1 AP Check
		  o 1 EFT/ACH
		  o 1 Purchase Order
		  o 1 Contract
		  o 1099M
		  o 1099INT
		  o 1099S
		  o 1099G
		• Tyler Forms Library – General Billing
		  o 1 Invoice
		  o 1 Statement
		  o 1 General Billing Receipt
		  o 1 Miscellaneous Receipt			

2	**Munis Human Capital Management**	• HR & Talent Management • Payroll w/ Employee Self Service	**March 2020** (or as defined in the project plan)	**October 2020** (or as defined in the project plan)	8 months

	Forms	• Tyler Forms Library - Payroll
		  o 1 PR Check
		  o 1 Direct Deposit
		  o 1 Vendor from PR Check
		  o W2
		  o W2c
		  o ACA 1095B
		  o ACA 1095C
		  o 1099R
		• Tyler Forms Library – Personnel Action
		  o 1 Personnel Action – New
		  o 1 Personnel Actions – Change			

Phase	Functional Areas	Modules	Estimated Start	Estimated Go-Live	Duration
3	EnerGov	• Business Management Suite • Community Development Suite • Server Extensions Bundle • Citizen Self-Service: Business Mgmt • Citizen Self-Service: Comm Dev • eReviews • IG Workforce Apps • Report Toolkit	**April 2020** (or as defined in the project plan)	**April 2021** (or as defined in the project plan)	12 months
4	Utility Billing	• Utility Billing CIS • Central Property File • Citizen Self-Service • Maplink GIS Integration • Tyler Cashiering (timeframe to be confirmed) • UB Interface	**January 2021** (or as defined in the project plan)	**October 2021** (or as defined in the project plan)	10 months
	Forms	• Tyler Forms Library - Utility Billing o 1 Utility Bill o 1 Assessment o 1 UB Receipt o 1 Lien Letter o 1 UB Delinquent Notice o 1 Door Hanger o 1 Final Utility Bill			
Cross	Productivity	• Munis Analytics and Reporting • Tyler Content Manager SE • Tyler Forms Processing (ReadyForms) • Tyler Systems Management Services / DR • Custom Reporting Services • Tyler Notify			-

1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City's complexity, and organizational needs.

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the project manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the City collaborate to resolve project challenges according to defined escalation paths. In the event project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City steering committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.

2.1   Client Governance

Depending on the City's organizational structure and size, the following governance roles may be filled by one or more people. The City's organizational structure and size is subject to change as the Project advances.

Executive Leadership

Provides strategic direction, oversight, guidance and resources. Resolves escalated project issues.

SPONSORS
Bryan Cosgrove
Jeanna Troha

PROJECT DIRECTOR
Andy Stone

STEERING COMMITTEE
Jeanna Troha, Cathy Rodocker, Chris Neamtzu, Delora Kerber, Andy Stone (Chair)

Project Leadership

Provides day-to-day leadership for planning, implementation and closing. Resolves issues and escalates when needed.

PROJECT MANAGER
TBD via RFP

Core Team

Provides functional/subject matter expertise, ownership, leadership and accountability for assigned project results.

PROJECT TEAM
Becky White, Candi Garrett, Shelley White, Laura Ruggles, Shelly Marcotte, Cricket Jones, Keith Katko, Margie Trader, Dillion Jenkins, Andrea Villagrana, Martin Montalvo, Taylor Sorgenfrie

Senior Systems Analyst
Beth Wolf

PROJECT RESOURCES

Critical resources that can be brought in as subject matter experts as needed.

SUB TEAMS
Training
Communications
Business Processes
Technical

2.1.1   Client Project Manager

The City's project manager(s) act as a team leader, facilitator, and coordinator. Organizes all activities relating to the implementation. Responsible for the management of the City's activities and deliverables as described in the Statement of Work, as well as management of any third-party resources hired by the City to provide services associated with the Project described in the Statement of Work. The project manager(s) will maintain communication between the parties, manage the work of City team members, and coordinate activities with Tyler's project manager(s). The City project manager may be a third-party contracted by the City to serve as the City's project manager.

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2.1.2 Client Project Director

The City's project director strategically oversees and monitors the Project. The project director provides overall project leadership and support, cross-project coordination, removes barriers, and advocates for resources and prioritization of resources to ensure a timely and high-quality implementation. In addition, the project director represents the interests of the Steering Committee and oversees the City's project manager.

2.1.3 Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Through the City's project director, oversees the City project manager(s) and the Project as a whole and through participation in regular internal meetings, the City steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The City steering committee also provides support to the City project manager(s) and project director by communicating the importance of the Project to all impacted departments. The City steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy decisions. The City steering committee also serves as primary level of issue resolution for the Project.

2.1.4 Executive Sponsor(s)

The City's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the City steering committee, project manager(s), the project director, and functional leads to make critical business decisions for the City.

2.2   Tyler Governance

Executive Leadership

Provides strategic direction, oversight, guidance and resources. Resolves escalated project issues.

SPONSORS
Andy Breeden
Rich Boven

Project Leadership

Provides day to day leadership for planning, implementation and closing. Resolves issues and escalates when needed.

PROJECT MANAGER
Andrew Jurkins
TBD (by Phase)

Core Team

Provides functional/subject matter expertise, ownership, leadership and accountability for assigned project results.

IMPLEMENTATION CONSULTANTS
TBD (by Phase)

CONVERSION ENGINEERS
TBD (by Phase)

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2.2.1 Tyler Project Manager

The Tyler project manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the City. As requested by the City, the Tyler project manager(s) provide regular updates to the City's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler project manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler project manager(s) or with the City management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

2.3   Project Management

This section outlines key project management tasks that are to occur throughout the Project.

2.3.1 Project Schedule Management

Tyler's project manager(s) will initially work collaboratively with the City's project manager(s) to create a high-level overall project schedule representing Phase 1 and Phase 2 and to create the detailed project schedule for Phase 1. Subsequent Phase-specific project schedules shall be completed at least sixty (60) calendar days prior to the start of activities for the associated Phase.

Once each project schedule is approved by the City, Tyler's project manager(s) will edit and update as necessary as part of regularly scheduled project management meetings with the City's project manager(s). At these project management meetings, the Tyler project manager(s) for each Phase of the Project will be present to ensure that all project manager(s) are aware of developments of the Project. If a proposed change to the project schedule requires Work Package activities to be rescheduled, Tyler and City project managers will evaluate the impact, communicate the change to the appropriate project teams and stakeholders, and prepare a no-cost change form documenting the change (as necessary).

Project schedules will be developed and managed using Microsoft Project. The project schedule will contain, at a minimum, the following information:

- Project activities and tasks for both Tyler and the City
- Dates of activities and tasks
- Task ownership and critical tasks
- Assignment of specific resources to project tasks
- Holidays recognized by the City
- Control points for Stages and Project Acceptance

2.3.2 Project Collaboration Software

Tyler will provide a SharePoint site that will serve as the primary collaboration tool for use on the project. The SharePoint site will contain the project plan, all Tyler project documents, any Client project documents, any deliverables, sign offs, change orders or other documents that will be shared with the project team. Current assumption is that SharePoint will be available for at least 12 months after the last phase Production Cut-Over Date.

2.4 Scope/Contract Change Process

Tyler acknowledges that any scope change proposal that affects the total cost of the Project is subject to the City's policies and must provide adequate time for consideration. The City acknowledges that such scope change proposals may affect the implementation costs, schedule, and go-live dates, which will be changed by mutual written agreement. All scope change proposals shall be governed by the terms and conditions of the Agreement, including adjusting or adding milestone payments where applicable.

2.5 Acceptance and Acknowledgement Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The City shall have ten (10) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

- Notwithstanding Section 2.5 of Exhibit B of the Agreement, if the City does not agree the particular Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.

- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have five (5) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3   Overall Project Assumptions

3.1   Project, Resources and Scheduling

- Project activities will begin, as mutually agreed to, after the Agreement has been fully executed.

- The City has the ability allocate additional internal resources if needed. The City also ensures the alignment of their budget and Scope expectations.

- The City and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.

- Tyler and City provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.

- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled. The City and Tyler will develop the Project Schedule to accommodate consistent resource availability, as best able to, and to minimize the risk associated with insufficient resources.

- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays. The City project manager(s) and Tyler project manager(s) will monitor and document schedule delays noting the party to which the delay is attributed, which may result in additional, mutually agreed upon, charges to the Project.

- Tyler provides a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days prior to any scheduled on site or remote sessions. If notice is not provided within ten (10) business days, the City may require the workshop or associated activity to be rescheduled without incurring penalty or expense.

- Tyler provides notice of any prerequisites to the City project manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.

- City users complete prerequisites prior to applicable scheduled activities. If notice is not provided within ten (10) business days, the City may require the workshop or associated activity to be rescheduled without incurring penalty or expense.

- Tyler provides examples from similarly-sized cities, recommendations, guidance, and a proposed solution for configuration and processing options available, including subsequent implication, within the Tyler software. The City is responsible for making decisions based on the options available.

- In the event the City may elect to add and/or modify current business policies during the course of this Project, such policy changes are the City's responsibility to define, document, and implement. Tyler will assist the City with appropriate accommodation of the policy within the solution.

- The City makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.

- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process. Additional services can include retraining due to turnover with City staff, change in project timing due to other priorities, etc.

- The City and Tyler will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

- All workshops and any significant analysis or review activities that are facilitated by Tyler will be conducted onsite at City facilities. The City may grant exceptions on a case-by-case basis.

- The City may obtain, at its own cost, the services of a third-party consultant to provide project review, advice, and consultation. Tyler will cooperate with the efforts of this consultant within the context of the City's participation, Deliverable review, and approval timeframes identified within this Agreement.

- Tyler Deliverables will be provided in a format agreed upon in advance by both parties.

3.2   Data Conversion

- The City is readily able to produce the data files needed for conversion from the Legacy System to provide them to Tyler on the specified due date(s). At the time the Legacy System data file is extracted, the City will produce reports and detail screen captures to reconcile the converted data.

- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout. Where possible, Tyler will provide the City with Legacy System Templates to assist with the data extraction process.

- The City understands the Legacy System data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance by the process defined in the Data Conversion Plan. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.

- During this process, the City may need to correct data scenarios in the Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the City to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.

- During Production Cutover, the City may need to manually add or correct data after data has been loaded into the production database as mutually agreed to prior to the load.

3.3   Data Exchanges, Modifications, Forms and Reports

- The City ensures the 3rd party data subject to the Data Exchange conforms to a Tyler standard format. Tyler acknowledges that the City currently utilizes a Tyler product (Eden) for its financial and permitting data/information.

- The 3rd party possesses the knowledge of how to program its portion of the interaction and understands how to manipulate the data received.

- Client is on a supported, compatible version of the 3rd party software or Tyler Standard Data Exchange tools may not be available.

- Where feasible, the City will leverage standard functionality within the application and consider the adoption of business process changes.

- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Request process.

- Tyler will ensure that the City's testing environment contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing. Tyler will perform quality assurance testing of any Modification in advance of delivery to the City for testing to ensure it performs as defined by the specification prior to acceptance.

3.4   Hardware and Software

- Tyler and the City will jointly determine which available version of the solution will be initially Installed, considering the availability of functionality and the stability of the associated version.

- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City personnel and Tyler project staff.

- The City has in place all hardware, software, and technical infrastructure necessary to support the Project.

- The City's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the City does not meet minimum standards of Tyler's published specifications.

3.5   Environments and Databases

- Tyler will assist in creating software environments and databases to support activities for concurrent Project Phases. The environments will be production, train, and test. Each environment will have a corresponding database named the same as the environments.

- The test environment will be used by Tyler to build the solution. Tyler will use the test database for testing and reviewing converted data. Tyler will also use the test database to present completed Deliverables to the City for acceptance. Once Deliverables have been accepted, they will be moved to the production and train environments.

- The training database will be used by the City for reviewing the converted data, testing, and training.

- At Production Cutover, the production database will be used for processing daily functions.

3.6   Education

- Throughout the Project lifecycle, the City will arrange a training room for Tyler staff to transfer knowledge to the City's resources, for both onsite and remote sessions. The City will arrange staff with a location to practice what they have learned without distraction. If Phases overlap, the City will arrange multiple training facilities to allow for independent sessions scheduling without conflict.

- The training room is provisioned according to the approved Education Plan. The City determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.

- The City provides a workstation which connects to the Tyler system for the Tyler Trainer conducting the session. The computer connects to a City provided display (projector or large-screen TV), allowing all attendees the ability to actively engage in the training session.

- Unless otherwise agreed to by the parties, Tyler will conduct one (1) formal training session for each of the functional areas of the Software. The functional areas covered will allow the City to utilize the Software. The City is responsible for assigning the appropriate Users to attend these sessions.

- The City testing database contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.

- The City is responsible for verifying the performance of the Modification as defined by the specification.

- Users performing user acceptance testing (UAT) have attended all applicable training sessions prior to performing UAT.

3.7   Assumption Mitigation

- In the event that any assumptions are not met or prove to be invalid, the parties agree to work in good faith to mitigate any resulting issues.

4. Implementation Stages

4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "work packages." The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a "Control Point", confirming the work performed during that Stage of the Project.

These Stages and associated Work Packages will repeat for each of the designated Project Phases indicated in Section 1.2 ("Project Timeline"). Roles and responsibilities for Tyler and City resources are outlined in Section 5 below.

STAGE 1

1.1.0 Initiate & Plan

1.1.1 Tyler Internal Coordination & Planning

1.1.2 System Infrastructure Planning

1.1.3 Project/Phase Planning

1.1.4 Project Schedule

1.1.5 Stakeholder Presentation

1.1.6 CONTROL POINT 1: Initiate & Plan Stage Acceptance

STAGE 2

1.2.0 Assess & Define

1.2.1 Fundamentals Review

1.2.2 Current/Future State Analysis

1.2.3 Data Conversion Planning & Mapping

1.2.4 Standard 3rd Party Data Exchange Planning

1.2.5 Modification Analysis & Specification*

1.2.6 Forms & Reports Planning

1.2.7 System Deployment

1.2.8 CONTROL POINT 2: Assess & Define Stage Acceptance

STAGE 3

1.3.0 Build & Validate

1.3.1 Configuration & Power User Training

1.3.2 Data Conversion & Validation

1.3.3 Standard 3rd Party Data Exchange Validation

1.3.4 Modification Delivery & Validation*

1.3.5 Forms & Reports Validation

1.3.6 CONTROL POINT 3: Build & Validate Stage Acceptance

STAGE 4

1.4.0 Final Testing & Training

1.4.1 Cutover Planning

1.4.2 User Acceptance Testing

1.4.3 End User Training

1.4.4 CONTROL POINT 4: Final Training & Testing Stage Acceptance

STAGE 5

1.5.0 Production Cutover

1.5.1 Final Data Conversion

1.5.2 Production Processing & Assistance

1.5.3 Transition to Tyler Support

1.5.4 Schedule Post Live Services, if applicable

1.5.5 CONTROL POINT 5: Production Cutover Stage Acceptance

STAGE 6

1.6.0 Phase/Project Closure

1.6.1 Close Phase/Project

1.6.2 CONTROL POINT 6: Phase/Project Closure Stage Acceptance

* - If included in project scope

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4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of City and Tyler Project Management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. City participation in gathering information is critical. Tyler Project Management teams present initial plans to stakeholder teams at Stage end.

4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns Project Manager(s). Tyler provides the City with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. City participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler project manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the City to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler project manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R					C												

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4.2.2 System Infrastructure Planning

The City provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the City's site. The City completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	System Infrastructure Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I						C		
Make hardware available for Installation			I					C				A						R		
Install system hardware, if applicable			I					C				A						R		
Complete system infrastructure audit			I					C				A						R		

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4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler project manager(s) deliver an Implementation Management Plan, which is mutually agreeable by City and Tyler.

The Implementation Management Plan will address, at a minimum, the following topics:

- Communications
- Quality Management (including Testing Plan)
- Risk Management
- Issue Management
- Resource Management
- Education (including Training Plan)
- Schedule Management

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project/Phase Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R							I		C	C			I				
Deliver implementation management plan		A	R									C	C	I						

4.2.4   Project Schedule

Client and Tyler will mutually develop an initial Project Schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project Schedule																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project Schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

4.2.5   Stakeholder Presentation

At the City Project Director's discretion, Tyler project manager(s) may join City stakeholders to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants. Tyler will provide the proposed presentation to the City at least ten (10) business days in advance of the meeting for review and, as needed, revision. The parties will mutually agree on the format of the presentation.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Stakeholder Presentation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, Project Schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

4.2.6   Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.2.6.1   Initiate & Plan Stage Deliverables

- Implementation Management Plan

  - o Objective: Update and deliver baseline management plans to reflect the approach to the City's Project.
  - o Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
  - o Acceptance criteria: City reviews and acknowledges receipt of Implementation Management Plan.

- Project Plan/Schedule

  - o Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
  - o Scope: Task list, assignments and due dates
  - o Acceptance criteria: City acceptance of schedule based on City resource availability and Project budget and goals.

4.2.6.2   Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete

4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current City business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring City collaboration. The City shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

4.3.1 Fundamentals Review

Fundamentals Review provides Functional Leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Assess & Define																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I									A	R		I				C	
Ensure all scheduled attendees are present			I	I							A	R	C		I					
Facilitate fundamentals review			A	R								I	I		I					

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4.3.2   Current/Future State Analysis

City and Tyler evaluate current state processes, options within the new software, pros and cons, and implications of each option based on current or desired state and make decisions about future state configuration and processing. The following table indicates the estimated duration for each analysis workshop. Note that Tyler Forms, reports and Tyler Content Manager (TCM) will be discussed with each module when applicable.

Module	Duration (days)
Accounting/General Ledger	3 (COA included)
Budget	1
Accounts Payable	1
Capital Assets	1
Cash Management	.5
Contract Management	1
Project & Grant Accounting	2
Purchasing	1
Human Resources & Talent Management	1
Payroll	2
Employee Self Service –Included in Payroll and HR	0
Accounts Receivable and Loans	1
General Billing	1
Cashiering	1
eProcurement –included in Purchasing	0
Hub	.5
Munis Analytics and Reporting – Training item only	0
Tyler Content Manager (TCM) – Training item only	0

*NOTE: Tyler Forms and Reports are covered by module area during the analysis sessions within that functional area.

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STAGE 2	Current/Future State Analysis																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the City, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan		I	I							C	A	R	I	C	I					
Record Future State decisions			A	R								I	C	I	C					

4.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the City's Legacy System Applications to the Tyler system. Tyler staff and the City work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Data Conversion Planning & Mapping																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract	A		I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

4.3.4   Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler's responsibility to ensure the Tyler programs operate correctly. It is the City's responsibility to ensure the third-party program operates or accesses the data correctly. Tyler acknowledges that the City currently utilizes a Tyler product (Eden) for its financial and permitting data/information.

The City and Tyler Project Manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Investment Summary). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Standard 3rd Party Data Exchange Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

4.3.5   Modification Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The City reviews the specifications and confirms they meet City's needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler's intention is to minimize Modifications by using Standard functionality within the Application, which may require a City business process change. Tyler will make all reasonable efforts to incorporate current City business processes within the Application. It is the responsibility of the City to detail all its known needs during the Assess and Define Stage. Tyler will write up specifications (for City approval) for contracted program Modifications. Upon approval, Tyler will make the agreed upon Modifications to the respective program(s). Once the Modifications have been delivered, the City will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Modification Analysis & Specification, if contracted																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted modified program requirements		A	C				R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I	I				I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I			A	R	C	I	I				C		

4.3.6   Forms & Reports Planning

City and Tyler Project Manager(s) review Forms and Report needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Modification(s). Items not included in the Agreement could be either City-developed Reports or a newly discovered Customization that will require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Forms & Reports Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule		A	R	I		C						C	I		I			I		

4.3.7   System Deployment

The Tyler Technical Services team Installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	System Deployment																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A	I						R				I						C		

4.3.8   Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.3.8.1   Assess & Define Stage Deliverables

- Completed analysis Questionnaire

  - o Objective: Gather and document information related to City business processes for current/future state analysis as it relates to Tyler approach/solution.
  - o Scope: Provide comprehensive answers to all questions on Questionnaire(s).
  - o Acceptance criteria: City acceptance of completed Questionnaire based on thoroughness of capturing all City business practices to be achieved through Tyler solution.

- Data conversion summary and specification documents

  - o Objective: Define data conversion approach and strategy.
  - o Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
  - o Acceptance criteria: Data conversion document(s) delivered to the City, reflecting complete and accurate conversion decisions.

- Modification or Customization specification documents, if contracted

  - o Objective: Provide comprehensive outline of identified gaps, and how the modified program meets the City's needs.
  - o Scope: Design solution for Modification or Customization.
  - o Acceptance criteria: City accepts Modified Specification Document(s) and agrees that the proposed solution meets their requirements.

- Completed Forms options and/or packages

  - o Objective: Provide specifications for each City in Scope form, Report and output requirements.
  - o Scope: Complete Forms package(s) included in agreement and identify Report needs.
  - o Acceptance criteria: Identify Forms choices and receive supporting documentation.

- Installation checklist

  - o Objective: Installation of purchased Tyler software.
  - o Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the City is hosted.
  - o Acceptance criteria: Tyler software is successfully installed and available to authorized users, City team members are trained on applicable system administration tasks.

4.3.8.2   Assess & Define Stage Acceptance Criteria

- Tyler software is installed.
- Fundamentals review is complete.

- Required Form information complete and provided to Tyler.
- Current/Future state analysis completed; Questionnaires delivered and reviewed.
- Data conversion mapping and extractions completed and provided to Tyler.

4.4   Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the City's needs identified during the Assess and Define Stage, preparing the City for Final Testing and Training.

4.4.1   Configuration & Power User Training

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the City Power Users to prepare them for the Validation of the software. The City collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Build & Validate																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

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4.4.2   Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the City, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the City reviews specific data elements within the system and identifies and provides discrepancies in a Report. Iteratively, Tyler collaborates with the City to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Data Conversion & Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		A	I	C	R													C		
Complete initial review of data errors		A	I	C	R							I	I					C		
Review data conversion and submit needed corrections			I	C	I							A	C			R		C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I			C		C		

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4.4.3   Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the City tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Standard 3rd Party Data Exchange Validation																		
	TYLER								CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software		A	R									C	I	I	I				C	I
Coordinate 3rd Party Data Exchange activities			I	I								A	C		C				R	
Test all Standard 3rd party Data Exchange(s)			I	C								A	C	I	R				C	

4.4.4　Modification Delivery & Validation, if contracted

Tyler delivers in Scope Modification(s) or Customization(s) to the City for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Modification Delivery & Validation, if contracted																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop and deliver contracted modified program(s)	A	I	C	I			R					I	C	I	C			I		C
Test contracted modified program(s) in isolated database			I	C			C					A	C		R			C		
Report discrepancies between specification and delivered contracted modified program(s)		I	I				I					A	R		C			C		
Make corrections to contracted modified program(s) as required	A	I	C	I			R					I	C		C			I		

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4.4.5   Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the City tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Forms & Reports Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard Forms & Report training			A	R								I	C		C			I		
Test Standard Forms & Reports			I	C	C							A	C		R			C		

4.4.6　Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.4.6.1　Build & Validate Stage Deliverables

- Initial data conversion

    o Objective: Convert Legacy System data into Tyler system.
    o Scope: Data conversion program complete; deliver converted data for review.
    o Acceptance criteria: Initial error log available for review.

- Data conversion verification document

    o Objective: Provide instructions to the City to verify converted data for accuracy.
    o Scope: Provide self-guided instructions to verify specific data components in Tyler system.
    o Acceptance criteria: City accepts data conversion delivery; City completes data issues log.

- Installation of Modifications or Customizations on the City's server(s) *except for hosted Clients

    o Objective: Deliver Modification(s) in Tyler software.
    o Scope: Program for Modification is complete and available in Tyler software, Modification testing.
    o Acceptance criteria: Delivery of Modification(s) results in objectives described in the City-signed specification.

- Standard Forms & Reports Delivered

    o Objective: Provide Standard Forms & Reports for review.
    o Scope: Installation of all Standard Forms & Reports included in the Agreement.
    o Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4.

4.4.6.2　Build & Validate Stage Acceptance Criteria

- Application configuration completed.
- Standard Forms & Reports delivered and available for testing in Stage 4.
- Data conversions (except final pass) delivered.
- Standard 3rd party Data Exchange training provided.
- Modifications/Customizations delivered and available for testing in Stage 4.
- The City and Tyler have done a review of primary configuration areas to validate completeness and readiness for testing and acceptance in Stage 4.

4.5   Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the City review the final Cutover plan. A critical Project success factor is the City understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts to ensure a successful Production Cutover.

4.5.1   Cutover Planning

City and Tyler project manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the City for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Cutover Planning																				
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C							I	C	C	C	C				C	C
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I				C	

4.5.2   User Acceptance Testing (UAT)

The City performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	User Acceptance Testing (UAT)																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing	A	R	C									I	I							
Perform User Acceptance Testing			I	C						A	R	C	C	C	I	I	C	I		
Accept modified program(s), if applicable			I	I			I			A	R	C	I	C				C		
Validate Report performance			I	C	C						A	C		R				C		

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4.5.3   End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day City processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

The City, at its discretion, may elect to record video and audio of the training for reference purposes and for use with internal training in the future.

Unless stated otherwise in the Agreement, Tyler provides, at a minimum, one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. City users who attended the Tyler sessions may train any City users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	End User Training																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

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4.5.4   Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.5.4.1   Final Testing & Training Stage Deliverables

- Production Cutover checklist

  - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover.
  - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing.
  - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates.

- User Acceptance Test Plan

  - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
  - Scope: Testing steps for Standard business processes.
  - Acceptance criteria: Testing steps have been provided for Standard business processes.

4.5.4.2   Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed.
- Modification(s) and Customization(s) tested and accepted, if applicable.
- Standard 3rd party Data Exchange programs tested and accepted.
- Standard Forms & Reports tested and accepted.
- User acceptance testing completed.
- End User training completed.

4.6 Production Cutover (Stage 5)

City and Tyler resources complete tasks as outlined in the Production Cutover Plan and the City begins processing day-to-day business transactions in the Tyler software. Following Production Cutover, the City transitions to the Tyler support team for ongoing support of the Application.

4.6.1 Final Data Conversion, if applicable

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The City may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Final Data Conversion, if applicable																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I					I		A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data	A	I	I	R								I	I		I			C		
Validate final pass of data		I	C	C						I		A	C		R			C		
Load final conversion pass to Production environment			I		I					I		A	C	I	C			R		

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4.6.2   Production Processing & Assistance

Tyler staff collaborates with the City during Production Cutover activities. The City transitions to Tyler software for day-to day business processing. At the City's election, Tyler staff will be onsite to assist for the first week of Production Cutover for each Phase.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Production Processing & Assistance																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C		I		C	C	C	C	C	C			

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4.6.3   Transition to Tyler Support

Tyler project manager(s) introduce the City to the Tyler Support team, who provides the City with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Transition to Tyler Support																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I							A	R	C	C	C	C			C	C	C
Conduct transfer to Support meeting	A	I	C					R			C	C	C	C	I	I		C	I	I

4.6.4   Schedule Post-Production Services, if applicable

Tyler provides post-production services included in the Investment Summary. Post-production services typically include Tyler implementation support for first occurrences of critical business functions: month-end, year-end, open enrollment, W2, 1099, budget projects, etc. Prior to scheduling services, the Tyler project manager(s) collaborate with City project manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Schedule Post-Production Services, if applicable																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics		A	R	I								C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable

    - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
    - Scope: Final passes of all conversions completed in this Phase.
    - Acceptance criteria: Data is available in production environment.

- Support transition documents

    - Objective: Define strategy for on-going Tyler support.
    - Scope: Define support strategy for day-to-day processing, conference call with City Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support.
    - Acceptance criteria: The City receives tools to contact support and understands proper support procedures.

4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered.
- Processing is being done in Tyler production.
- Transition to Tyler support is completed.
- Post-live services have been scheduled, if applicable.

4.7   Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The City moves into the next cycle of its relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.7.1   Close Phase/Project

The City and Tyler Project Manager(s) review the list of outstanding Project activities and develop a written plan to address them. The Tyler Project Manager(s) review the Project budget and status of each contract Deliverable with the City Project Manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Close Phase/Project																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

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4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report

    o Objective: Provide comparison of contract Scope and Project budget.
    o Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
    o Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned.
- Phase/final Project budget has been reconciled.
- Tyler Deliverables for the Phase/Project are complete:
    o Implementation Management Plan
    o Project Plan/Schedule
    o System Design Document
    o Modification specs, if any
    o Forms kits
    o Installation Checklist
    o Data Conversion Plan
    o Data conversion verification document
    o Mod delivery, if any (if required for go-live)
    o Forms Library
    o Production Cutover Checklist
    o Testing Plan
    o Support transition plan
    o Training Plan

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns project manager(s) prior to the start of each Phase of the Project, which project manager(s) will have a minimum of three (3) successful implementations for the associated Phase. The project manager(s) assign additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City's overall organizational strategy.
- Authorizes required project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions.
- Acts as the counterpart to the City's executive sponsor.

5.1.2 Tyler Implementation Management

- Acts as the counterpart to the City steering committee.
- Assigns initial Tyler project personnel.
- Works to resolve all decisions and/or issues not resolved at the Project Management level as part of the escalation process.
- Attends City steering committee meetings as necessary via web conferencing.
- Provides support for the project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

The Tyler project manager(s) provides oversight of the Project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items. When discussing overall Project timelines and high-level status updates, all Tyler project managers will participate in Project meetings with the City.

- Contract Management

  - o Validates contract compliance throughout the Project.
  - o Ensures Deliverables meet contract requirements.
  - o Acts as primary point of contact for all contract and invoicing questions.
  - o Prepares and presents contract milestone sign-offs for acceptance by City project manager(s).
  - o Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

- Planning

  - Update and deliver Implementation Management Plan.
  - Defines project tasks and resource requirements.
  - Develops initial project schedule and full-scale Project Plan.
  - Collaborates with City project manager(s) to plan and schedule project timelines to achieve on-time implementation.

- Implementation Management

  - Tightly manages Scope and budget of Project; establishes process and approval matrix with the City to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
  - Establishes and manages a schedule and resource plan that properly supports the Project Plan that is also in balance with Scope/budget.
  - Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the City any items that may impact the outcomes of the Project.
  - Collaborates with the City's project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
  - Sets a routine communication plan that will aide all project team members, of both the City and Tyler, in understanding the goals, objectives, current status and health of the project.

- Team Management

  - Acts as liaison between project team and Tyler manager(s).
  - Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
  - Provides direction and support to project team.
  - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
  - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
  - Assesses team performance and adjusts as necessary.
  - Interfaces closely with Tyler developers to coordinate program Modification activities.
  - Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler Project Manager(s).
- Performs problem solving and troubleshooting.
- Follows up on issues identified during sessions.
- Documents activities for on site services performed by Tyler.
- Provides conversion Validation and error resolution assistance.
- Recommends guidance for testing Forms and Reports.
- Tests software functionality with the City following configuration.
- Assists during Production Cutover process and provides production support until the City transitions to Tyler Support.
- Provides product related education.

- Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users.
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan.
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.
- Has participated in a minimum of two (2) prior successful implementations as the Tyler Implementation Consultant.

5.1.5 Tyler Sales

- Provide sales background information to Implementation during Project initiation.
- Support Sales transition to Implementation.
- Provide historical information, as needed, throughout implementation.

5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal.
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system.
- Provides issue analysis and general product guidance.
- Tracks issues and tickets to timely and effective resolution.
- Identifies options for resolving reported issues.
- Reports and escalates defects to Tyler Development.
- Communicates with the City on the status and resolution of reported issues.

5.1.7 Tyler Data Conversion Experts

- Validates client data files are in proper format.
- Develops customized conversion programs to convert Legacy System data into the Tyler database for production use according to defined mapping.
- Provides error Reports on unsupported data conditions and the merging or normalization of data fields.
- Assists the City with understanding and interpreting error Reports.
- Performs changes and corrections to customized conversion programs as the City discovers data anomalies and exception conditions.

5.1.8 Tyler Reports/Forms Experts

- Provides specifications for all Forms & Reports in Scope.
- Reviews requirements for Peripherals and Consumables, if applicable.
- Conducts review of City's form mockup sheets.
- Develops final form designs.
- Configures and installs Forms software and approved Forms.

5.1.9 Tyler Disaster Recovery Support

- Conduct and monitor nighltly backups of City databases at hosting facility, transfer nighly backups to Tylers data center.
- Provides services to host Application in the event of a disaster.
- Provides 24 hour RPO – Recover Point Objective.
- Provides emergency response within 2 business hours
- Ensure Tyler Application availability within 8 business hours.
- Provide one annual disaster planning walkthrough.

5.1.10   Tyler Systems Management Services

- Manages incoming City issues via phone, email, online customer incident portal, and from Software Support.
- Provides system support including remote support of City systems, operating systems, network and local printing, and SQL assistance for the systems and platform directly attributable to the Tyler Applications.
- Tracks issues and tickets to timely and effective resolution.
- Determine root cause and provide solutions or provide direction/escalation to Tyler Development.
- Consult on pre-sales in regards to system requirements.
- Troubleshoot server and workstation issues.
- Migrate Tyler Applications and databases to new hardware.
- Maintain systems and provide Database and Server Administration.
- Provide proactive monitoring of Tyler Application/DB server(s).
- Perform server transfers, database analysis, file system cleanup, and backup verification.
- Assists with database refreshes, LDAP synchronization, and loading releases.

5.2   City Roles and Responsibilities

City resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

5.2.1 City Executive Sponsor

Provides clear direction for the Project and how the Project applies to the organization's overall strategy.
Champions the Project at the executive level to secure buy-in.
Authorizes required Project resources.
Resolves all decisions and/or issues not resolved at the City steering committee level as part of the escalation process.
Actively participates in organizational change communications.

5.2.2 City Steering Committee

Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
Attends all scheduled steering committee meetings, or, if unavailable, will have a proxy attend.

Provides support for the project team.

Assists with communicating key project messages throughout the organization.

Prioritizes the project within the organization.

Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources.

Monitors project progress including progress towards agreed upon goals and objectives.

Has the authority to approve or deny changes impacting the following areas:

- o Cost
- o Scope
- o Schedule
- o Project Goals
- o City Policies

5.2.3 City Project Director

The City's project director strategically oversees and monitors the Project. The project director provides overall project leadership and support, cross-project coordination, removes barriers, and advocates for resources and prioritization of resources to ensure a timely and high-quality implementation. In addition, the project director represents the interests of the Steering Committee and oversees the City's project manager.

5.2.4 City Project Manager

The City shall assign project manager(s) prior to the start of this Project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from City to participate in discussions and make decisions in a timely fashion to avoid Project delays.

Contract Management

- o Validates contract compliance throughout the Project.
- o Ensures invoicing and Deliverables meet contract requirements.
- o Acts as primary point of contact for all contract and invoicing questions.
- o Signs off on contract milestone acknowledgment documents.
- o Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance.

Planning

- o Review and acknowledge Implementation Management Plan.
- o Defines project tasks and resource requirements for City project team.
- o Collaborates in the development and approval of the initial Project Plan and Project Plan.
- o Collaborates with Tyler project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

Implementation Management

- o Tightly manages Project budget and Scope and collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- o Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget.
- o Collaborates with Tyler Project manager(s) to establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may impact the outcomes of the Project.
- o Collaborates with Tyler Project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project.
- o Routinely communicates with both City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members.

Team Management

- o Acts as liaison between project team and stakeholders.
- o Identifies and coordinates all City resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- o Provides direction and support to project team.
- o Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
- o Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
- o Assesses team performance and takes corrective action, if needed.
- o Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- o Coordinates in Scope 3rd party providers to align activities with ongoing Project tasks.

5.2.5 City Functional Leads

Makes business process change decisions under time sensitive conditions.
Communicates existing business processes and procedures to Tyler consultants.
Assists in identifying business process changes that may require escalation.
Attends and contributes business process expertise for current/future state analysis sessions.
Identifies and includes additional subject matter experts to participate in Current/Future State Analysis sessions.
Provides business process change support during Power User and End User training.
Completes performance tracking review with client project team on End User competency on trained topics.
Provides Power and End Users with dedicated time to complete required homework tasks.
Act as an ambassador/champion of change for the new process.
Identifies and communicates any additional training needs or scheduling conflicts to City project manager.
Prepares and Validates Forms.

Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:

- o Task completion
- o Stakeholder Presentation
- o Implementation Management Plan development
- o Schedule development
- o Maintenance and monitoring of risk register
- o Escalation of issues
- o Communication with Tyler project team
- o Coordination of City resources
- o Attendance at scheduled sessions
- o Change Management activities
- o Modification specification, demonstrations, testing and approval assistance
- o Conversion Analysis and Verification Assistance
- o Decentralized End User Training
- o Process Testing
- o User Acceptance Testing

5.2.6 City Power Users

Participate in Project activities as required by the project team and project manager(s).
Provide subject matter expertise on City business processes and requirements.
Act as subject matter experts and attend current/future state and validation sessions as needed.
Attend all scheduled training sessions.
Participate in all required post-training processes as needed throughout Project.
Participate in Conversion Validation.
Test all Application configuration to ensure it satisfies business process requirements.
Become Application experts.
Participate in User Acceptance Testing.
Adopt and support changed procedures.
Complete all Deliverables by the due dates defined in the Project Plan.
Demonstrate competency with Tyler products processing prior to Production Cutover.
Provide knowledge transfer to City staff during and after implementation.

5.2.7 City End Users

Attend all scheduled training sessions.
Become proficient in Application functions related to job duties.
Adopt and utilize changed procedures.
Complete all Deliverables by the due dates defined in the Project Plan.
Utilize software to perform job functions at and beyond Production Cutover.

5.2.8 City Technical Support

Coordinates updates and releases with Tyler as needed.
Coordinates the copying of source databases to training/testing databases as needed for training days.
Extracts and transmits conversion data and control reports from City's Legacy System per the conversion schedule set forth in the Project Plan.

Coordinates and adds new users and printers and other Peripherals as needed.
Validates all users understand log-on process and have necessary permission for all training sessions.
Coordinates Interface development for City third party Data Exchanges.
Develops or assists in creating Reports as needed.
Ensures onsite system hardware meets specifications provided by Tyler.
Assists with software Installation as needed.

5.2.9 City Upgrade Coordinator

Becomes familiar with the Software Upgrade process and required steps.
Becomes familiar with Tyler's releases and updates.
Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's Software Upgrade process.
Assists with the Software Upgrade process during implementation.
Manages Software Upgrade activities post-implementation.
Manages Software Upgrade plan activities.
Coordinates Software Upgrade plan activities with City and Tyler resources.
Communicates changes affecting users and department stakeholders.
Obtains department stakeholder sign-offs to upgrade production environment.

5.2.10   City Project Toolset Coordinator

Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
Conducts training on proper use of toolsets.
Validates completion of required assignments using toolsets.

5.2.11   City Change Management Lead

Validates users receive timely and thorough communication regarding process changes.
Provides coaching to supervisors to prepare them to support users through the project changes.
Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
Identifies areas of resistance and develops a plan to reinforce the change.
Monitors post-production performance and new process adherence.

6 EnerGov Business Scope

6.1 Transactions and Automation

- Unique Business Transactions in Scope = up to 10 Transactions
- Template Business Transactions in Scope = up to 10 Transactions
- Geo-Rules within Scope = up to 10 Geo-Rules
- Intelligent Objects and IAA's within Scope = up to 10 IO/IAA
- Custom Reports/Output documents within scope = up to 11 reports
- Integrations within scope = 0 - No integrations within Scope (agency to leverage EnerGov SDK/API)
- Data Conversion Sources within scope = 1 data source

6.2 "Unique Business Transaction" is defined by:

- Unique workflow or business process steps & actions (including output actions)
- Unique Fee assessment / configuration definition
- Unique Custom fields/forms definition

Uniqueness of any of these mentioned parameters regulates the need for a unique business case transaction design document and configuration event.

6.3 "Template Transaction" is defined by:

- A pre-defined and pre-configured EnerGov best management business process.
- The following modifications to Template Transactions are considered within scope (quantified above in "Transactions and Automation" section):

  - Changes to the required inspections
  - Changes to the required review departments
  - Adding no more than 2 additional actions to the workflow
  - Changes to the custom field layout that are required for fee calculations

6.4 "Geo-Rule" is defined by:

- An automation event that is triggered by a condition configured around the source ESRI geodatabase. Current geo-rule events are:

• **Alert**	• Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e. noise abatement zones; flood zones; etc.).
• **Block**	• Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)
• **Block**	• Places a block on the case and prevents any progress or updates from

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with Override		occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.	
• **Fee Date**		•	Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
• **Filed Mapping**		•	A custom field or any field inherent in the EnerGov application can automatically populate with information based on spatial data.
• **Required Action**		•	A workflow action can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
• **Required Step**		•	A workflow step can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
• **Zone Mapping**		•	The zone(s) automatically populate on the "Zones" tab of the record (i.e. plan, permit, code case, etc.).

6.5 "Intelligent Object (IO)" is defined by:

○ Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts and other notifications.

6.6 "Intelligent Automation Agent (IAA)" is defined by:

○ A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the EnerGov system looking for IAA conditions that have been met, and the associated actions are then performed. The IAA does not generate alerts or errors.

6.7 "EnerGov SDK API (Toolkits)" are defined by:

○ API's developed by Tyler Technologies for the purpose of extending the EnerGov Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.

Note: The EnerGov toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit does not imply any development related services from Tyler Technologies. The client is responsible for working with their IT staff and VAR's

to develop any necessary applications and integrations except as otherwise noted in the Investment Summary for any "in-scope" integrations.

7 Munis Conversion Summary

7.1 Accounting COA

Chart of Accounts segments, objects, character codes, project codes (if applicable), organization codes (if applicable), control accounts budget rollups, fund attributes, due to/due from accounts
Requires the use of a Tyler provided spreadsheet for design and entry of the data to be converted

7.2 Accounting - Actuals

Summary account balances
Up to 3 years

7.3 Accounting - Budgets

Original budget, budget adjustments, revised budget summaries for accounts
Up to 3 years

7.4 Accounts Payable Master

Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
Multiple remittance addresses
Year-to-date 1099 amounts

7.5 Accounts Payable - Checks

Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
Check detail data including related document and invoice numbers for each check

7.6 Accounts Payable - Invoices

Invoice header data containing general information for the invoice
Invoice detail data containing line-specific information for the invoice

7.7 Capital Assets Master

Asset description, status, acquisition quantity, date and amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice)

7.8 Capital Assets - History

Transaction history data for acquisitions, disposals, transfers, etc.

7.9 Payroll

Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information. Eden custom fields and user defined formulas are typically handled in the migration – project team will address any inconsistencies.

7.10 Payroll – Accrual Balances

Employee Accrual Balances including Vacation, Holiday, and other Leave balances
Start of year balance, current balance, earned to date, used to date

7.11 Payroll - Deductions

Employee Deductions - including employee ID, deduction codes, tax information, insurance information, and direct deposit information

7.12 Payroll – Accumulators

YTD, QTD, MTD amounts for employee pay and deductions
Needed for mid-calendar-year go-live
May not be needed if converting earnings/deductions history

7.13 Payroll – Check History

Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

7.14 Payroll – Earning/Deduction Hist.

Up to 5 years, additional years must be quoted. Earning and deduction history broken down my individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

7.15 Payroll – Recruiting

Application requisition applicant master data, plus applicant references, certifications, education, skills, tests, work history, and interviews

7.16 Payroll – PM Action History

A variety of Personnel actions, such as job or salary changes and dates these events occurred.

7.17   Payroll – Position Control

Position, description, status, job code, bargaining group, location, number of employees allowed for each, FTE percentage, GL account, and max/min grade and step, alternate rates, premium rates

7.18   Payroll – State Retirement Tables

Specific state-required data, plus related service years information, when appropriate
Needed for some states

7.19   Payroll – Certifications

Certification area and certification type codes, certification number and effective date, expiration date, and required-by date, codes for certification level and subjects

7.20   Payroll – Education

Codes, for institution, type of degree, and area(s) of study

7.21   Project Grant Accounting

Segments, account strings and fund string allocation table
Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted

7.22   Project Grant Accounting - Actuals

Summary project ledger string balances
Up to 3 years

7.23   Project Grant Accounting – Budget

Original project ledger budget amounts
Up to 3 years

7.24   Purchase Orders

Open purchase orders header data including vendor, buyer, date, accounting information, etc.
Open purchase orders detail data including line item descriptions, quantities, amounts, etc.

7.25   Utility Billing

Account Master data including previous and current customer owner information- address info, phone, fax, SSN number, FID number, account status, parcel number, location street, apartment, city, state, zip, book number, read sequence, account start and end date, EFT bank information, budget billing, notes on account. Eden custom fields and user defined formulas are typically handled in the migration – project team will address any inconsistencies.

7.26   Utility Billing –Assessments

Assessments are improvement costs that are spread across to property owner
Utility Billing conversion option 4 (balance forward AR) must also be purchased in order to convert assessments

7.27   Utility Billing –Backflow

Account information, backflow device information, backflow type, and backflow violations

7.28   Utility Billing –Balance Forward AR

Total balance due on the account, or by charge code
If late penalties will be applied in Munis after the conversion, balance forward amounts must be converted by charge code

7.29   Utility Billing –Service Orders

Service Orders data associated with accounts, including meter repairs, checks for leaky meter, reread a meter due to high reading, meter exchanges

7.30   Utility Billing –Services

Service data for each account including service codes, status, type, factor, condo units, bill cycle codes, budget information, winter usage, meter readings(current and previous), meter usage (current and previous), sales tax information

7.31   Utility Billing –Consumption History

History of meter readings, usage, read dates, usage days, bill amounts, bill dates, read codes

7.32   Utility Billing –Budget Billing

Budget billing information associated with accounts, including notes – but excluding meter exchanges.

8   EnerGov Conversion Summary

8.1   Licensing & Regulatory Management

Includes the following modules: Cashier (Invoice & Payment/Reversal transactions), Contacts (Name & Address), Business (Name and Address), Business License, Tax Remittance, Professional License with Certifications and the respective Inspection records. NOTE: This does not cover attachments. Business License includes Business, License Type, Classification, Status, Description, Year, District, Issued By, Date, Parcel, Address, Contacts, Notes, Fees, Activities and Additional Info. Tax Remittance includes Business, Type, Status, Description, District, Date, Parcel, Address, Contacts, Notes, Invoices, Additional Info and Payments. Professional License includes Contact with Certifications, License Type, Classification, Status, Description, District, Issued By, Dates, Parcel, Addresses, Contact, Notes, Fees and Additional Info.

8.2   Permitting & Land Management

Includes the following modules: Cashier (Invoice & Payment/Reversal transactions), Contacts (Name & Address), Permit, Plan, Projects, Notes and the respective Inspection records. Permit includes Permit type, Work Class, Status, District, Square Feet, Valuation, Description, Dates, Parcel, Addresses, Zones, Contacts, Notes, Activities, Fees, and Additional Information (Custom Fields). Plan includes Plan Type, Work class, Status, Description, District, Assigned To, Square Feet, Valuation, Dates, Parcels, Address, Zones, Contacts, Notes, Activities, Fees, Holds and Additional Info. Projects includes Project Type, Name, Status, District, Description, Date, Parcel, Address, Contacts, Notes, Fees, Holds and Additional Information. Inspections include Inspection Type, Status, Dates, Checklist, Address, Notes, Inspectors, Parcel, Contacts, Fees and Additional Information.

9 Glossary

Word or Term	Definition
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Cutover	The point when a client begins using Tyler software in production.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.
Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Interface	A real-time or automated exchange of data between two systems.

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Install	References the initial installation of software files on client services and preparing the software for use during configuration. The version currently available for general release will always be used during the initial install.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler project manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client project manager to discuss Scope, information needed for project scheduling and resources.
Questionnaire	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Scope	Products and services that are included in the Agreement.

Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stage Acceptance	Tyler project manager formally requests, in writing, City approval for acceptance of all deliverables for the Stage according to the applicable criteria, and City provides written response whether it approves or denies the acceptance of the deliverables.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project -specific activities and Deliverables Tyler will provide to the client.
Test Plan	Describes the testing process. Includes "Test Cases" to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

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Exhibit F
Disaster Recovery Terms

WHEREAS, Client desires to enroll in Tyler's Disaster Recovery Service for the Tyler Software licensed by Client from Tyler, subject to these Disaster Recovery terms; and

THEREFORE, Tyler and Client agree as follows:

1. Definitions:
   Disaster. An unplanned event that is not within the reasonable control of the Client which results in the failure of the Tyler Software Products licensed by Client to perform Critical Processes. A Disaster is *not* a hardware or network failure that would have been avoided with reasonable diligence and maintenance in accord with the industry standard, a failure otherwise covered by an in-force Agreement Client has with Tyler (e.g., Tyler Annual Maintenance Agreement ("Support Agreement"), Technical Services Agreement, or Tyler Systems Management ("TSM") Agreement, or a failure that can be remedied in less than sixteen (16) business hours.
   Disaster Recovery Plan. Defined at #2 of Exhibit 1 to this Disaster Recovery Agreement.
   Critical Processes. Mutually defined in the Disaster Recovery Plan.
   Critrical Users. Mutually defined in the Disaster Recovery Plan.
   Recovery Point Objective ("RPO"). Amount of time since last successful data transfer. With successful nightly transfer of data, RPO would be no more than twenty-four (24) hours.
   Recovery Time Objective ("RTO"). Twenty-four (24) business hours after receipt Disaster declaration for Client data not exceeding one (1) terabyte in size, for Critical Users using Critical Processes. RTO for Client data one (1) terabyte in size or greater shall be mutually agreed, specified and incorporated into the Disaster Recovery Plan.
   Holiday. New Year's Day (January 1), Memorial Day (observed), Independence Day (July 4), Labor Day (observed), Thanksgiving Day, Day after Thanksgiving Day, Christmas Day (December 25).
   Business Days. Monday through Friday, excluding Holidays.
   Business Hours. 8 AM – 6 PM (EST) on Business Days.
   Force Majeure. An event beyond the reasonable control of a party, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, 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.

2. Term. The initial term shall commence on receipt by Tyler of Client's data and shall terminate one (1) year thereafter ("Initial Term"). Disaster Recovery services shall renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. In the event the Support Agreement is terminated, Disaster Recovery services shall coetaneously terminate.

3. Disaster Recovery Services. Tyler shall provide the Disaster Recovery services ("DR Services") as described herein, including any Exhibits and associated appendices. All DR Services shall be provided remotely. In the event the Disaster results in damage to Client's server(s) and a re-installation of the Tyler Software Products licensed by Client is required as a result of such damage, Tyler shall re-install the Tyler Software Products free of charge if Client is enrolled in Tyler's TSM service (ERP, Munis, TCM) or Technical Services Support

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(Incode, Eden, TCM). Otherwise, such re-installation shall be obtained from Tyler at Tyler's then-current installation services rates. Tyler Disaster Recovery staff will contact Client within twelve (12) business hours of any such reinstallation for reinstallation of Disaster Recovery Software.

4. <u>Client Requirements</u>. In order for Tyler to provide DR Services, Client shall:
   a) Provide high speed internet access, including upload bandwidth sufficient for complete nightly data transfers to comply with applicable RPO
   b) Comply with then-current minimum hardware and network requirements as specified on Tyler's support website
   c) Maintain security and access privileges for Tyler to receive data transfer and reasonably perform activities reasonably necessary for Tyler to provide DR Services
   d) Permit installation of software required for provision of DR Services in accord with these terms as reasonably determined by Tyler
   e) Reasonably notify Tyler in advance of any changes in Client's network that impacts Tyler's ability to deliver DR Services

5. Disaster by calling Tyler at (207) 781-2260 or (800) 772-2260 and clearly stating that CLIENT IS DECLARING A DISASTER.

6. <u>Disaster Recovery</u>. Client's Critical Processes will be accessible by Critical Users in accord with the applicable RTO.

7. <u>Data</u>. Data Transfer shall be handled in accord with Exhibit 1 hereto.

8. <u>Release Life Cycle</u>. Tyler shall support prior releases of the Tyler Software Products in accordance with Tyler's Release Life Cycle Policy.

9. <u>Payment & Price</u>
   In consideration of the Services provided by Tyler herein, Client shall pay Tyler as indicated in Exhibit B of the Agreement. Thereafter, the annual fee will be invoiced and paid prior to the commencement of the renewal term.

10. <u>Exclusions</u>.
    a) Tyler's Disaster Recovery Service shall not be used to replace required on-site backups of Client data for Tyler Software Products licensed by Client.
    b) The fee paid for Disaster Recovery service does not include, and Client is responsible for the costs associated with:
       i. Hardware and/or software necessary to remotely access Tyler's data center, and any and all on-site services. Client may request and purchase on-site services at Tyler's then-current rates.
       ii. In the event Client requests Tyler to hand-deliver or courier the critical processes output (such as payroll checks), the cost of such special delivery shall be borne by Client and payable thirty (30) days from receipt of invoice.

11. <u>License Terms</u>. Client's use of the Tyler Software included in the Disaster Recovery Service remains subject to limitations on Client's use in the License and Services Agreement by which Client licenses such Tyler Software from Tyler, including disclaimer of implied warranties.

Exhibit 1

In addition to those services described elsewhere in this exhibit, DR Services are described in the following sections.

1   Data Transfer

The electronic transfer solution provides nightly (between the hours of 8 PM and 6 AM) transfer and archiving of Client's Tyler data and is subject to the following conditions:

- Initial data transfer may require portable disk.
- Data transferred shall include only items essential to provision of service.
- Applications included in the Disaster Recovery service are listed in Appendix A to this Exhibit 1. Such description shall also indicate database and file detail required for provision of DR Services. Tyler Software Products not listed in Appendix A and any non-Tyler Software Product shall not be included in data transfer or the Disaster Recovery Service.
- Only production databases are backed up.
- Data from the last seven (7) successful data transfers are retained by Tyler.
- Total data storage is limited to 200 gigabytes ("GB"). Storage limit may be increased in 200 GB increments by mutual agreement and at additional cost.
- Data transferred to Tyler as part of Disaster Recovery Service is not available for Client's data retrieval or restoration not associated with the Disaster Recovery Service provided by Tyler. Tyler may provide data transferred by Client on an exception basis, upon request.
- Tyler is not responsible for the integrity of the data provided by Client to Tyler. Tyler will use the most current viable data to restore Client's critical processes.
- Tyler may use select information from the Client database for research and analysis purposes.
- To the extent the database contains confidential information, Tyler shall keep confidential such information in accordance with the confidentiality provisions of the Agreement(s) by which Client licenses the Tyler Software Products from Tyler.
- Tyler Disaster Recovery staff will monitor status of data transfers on Business Days.
- In the event of two (2) consecutive data transfer failures, Tyler will timely provide notice to Client in order to commence troubleshooting.
- Tyler shall have no liability for failure of data transfers not solely caused by Tyler.
- Tyler will provide transfer report related to Client data transfer upon request.
- Client shall provide to Tyler any required encryption key (or other comparable device), including the right to back-up such key (or device), required to access the transferred data.

2   Disaster Recovery Plan

The Disaster Recovery Plan is a mutually drafted document which details, in addition to the services described above in this exhibit, the DR Services Tyler shall provide to Client. The parties' responsibilities with respect to the Disaster Recovery Plan are further defined below.

Tyler's Responsibilities:

- Coordinate activities associated with transfer of data to Tyler's data center.
- Document Disaster Recovery strategy for critical processes.
- Review the Disaster Recovery Plan with Client.
- Provide reasonable guidance for Disaster Recovery policies and procedures.

- Identify modules, databases, applications, and files required for Disaster Recovery service.

Client's Responsibilities:

- Provide remote access to Client's Tyler database server for analysis and configuration of data transfer.
- Provide network support if required to enable transfer of data from Client's server to the Tyler data center.
- Provide PCs and high-speed modems for access from Client's alternate processing location, if required.
- Provide technical resources to configure remote access PCs, including Tyler supplied application software, if reasonably required to receive Disaster Recovery services pursuant to this exhibit.
- Provide a chain of command document for communication during a disaster.
- Maintain the Disaster Recovery Plan and integrate the Disaster Recovery Plan made with Tyler with Client's comprehensive disaster recovery plan.

Shared Responsibilities:

- Identify critical users for DR Services.
- Identify critical processes for DR services.
- Identify RTO.
- Draft initial Disaster Recovery Plan within ninety (90) days of commencement of Initial Term.
- Define recovery processes for post Disaster operations (mandatory for Odyssey CM clients, optional for all others).

3   DR Services during Disaster

A. Upon declaration of a Disaster, Tyler shall provide DR Services from one of its hosting facilities for the duration of the Disaster, not to exceed thirty (30) consecutive Business Days. Use of Tyler's data center in excess of such period shall require the parties to execute a change order detailing the duration of the extension and the additional cost associated therewith.

B. Hosting Services During a Disaster.
   i.   Hosting Services during a Disaster will be provided in accord with Tyler's then-current standard availability guarantees from its Service Level Agreement for SaaS clients. Any credits issued to Client will be based on the total Disaster Recover fee paid for the then-current term.
   ii.   Tyler will use best efforts to include interfaces for Tyler Software Products covered as part of these DR services.
   iii. Hosting Services shall not include interfaces or interconnects with 3rd Party Products unless specifically agreed in the Disaster Recovery Plan.

C. Processing Assistance During a Disaster includes, as necessary:
   i.   Print Output:
         a. Payroll Checks
         b. Retirement Checks
         c. Accounts Payable Checks.
   ii.   In the event print output is required to be sent non-electronically, Client shall bear the cost of shipment.
   iii. Transfer of Automated Clearing House ("ACH") Files to bank on Client's behalf. Transfer may require pre-notification by Client to bank.

D. Clients receiving DR Services during a Disaster receive priority access to Tyler application support.

4   Annual Disaster Recovery Test

The parties may review and test the Disaster Recovery service.

- Scheduled by parties at least thirty (30) days in advance
- Client must provide a list of users who will partake in the test,
- Test shall not exceed 2 weeks,
- Retest within same year available if initial test not agreed by both parties to be successful

5   Estimated Schedule

The services provided pursuant to this exhibit will be performed consistent with the estimated schedule mutually agreed to by Tyler and Client. Tyler and Client agree to promptly perform their respective responsibilities according to such schedule.

6   Tyler's Other Responsibilities

Project management services are provided as part of the Disaster Recovery service. Tyler will designate a Project Manager who will be Tyler's contact for all communications with Client and will have the authority to act on Tyler's behalf in matters regarding this Statement of Work. Tyler's project manager will perform the following tasks:

- Review Statement of Work with Client's project manager.
- Review current project status.
- Recommend changes or additions to the project as appropriate.
- Administer the change control procedure.
- Review and evaluate the progress of the project with Client's project manager to resolve any necessary changes.

7   Client's Other Responsibilities

Tyler's performance is predicated upon the following responsibilities being fulfilled by Client:

Prior to the start of the Statement of Work, Client will designate, in writing, a person who will be Client's Project Manager who will be Client's contact for all communications with Tyler and who has the authority to act on behalf of Client in all aspects of the Statement of Work. The Project Manager will perform the following activities:

- Interface between Tyler's Project Manager and Client's organization.
- Administer project change control with Tyler's project manager.
- Arrange reasonable access to Client's data for project personnel, as reasonably required.
- Conduct any communication through Tyler's Project Manager.
- Help resolve and escalate project issues within Client's organization as required.
- Obtain and provide project requirements, data, decisions and approvals within five (5) business days of request. If such requirements, data, decisions or approvals are delayed beyond the time specified, Client agrees to relieve Tyler of its responsibility for the affected Service until Client performs that obligation.
- Accept responsibility for the data files, selection and implementation of controls for Client's location, and security of the stored data.

Client acknowledge that it is Client's responsibility to identify and make the interpretation of any applicable federal, state and local laws, regulations and statutes.

8   Project Change Control Procedure

When Tyler and Client agree to a change in the Disaster Recovery Plan, Tyler will prepare a written description of the agreed change which both Tyler and Client must sign. The Change Order will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. When charges are necessary in order for Tyler to analyze a change, Tyler will give Client a written estimate and begin the analysis only after Client's written authorization.

Appendix A

[To be completed after Agreement execution.]

Defined User Maximum. The maximum number of named Client users available to use DR Services is _____.

Covered Applications.

[Insert list of covered applications, including database and file detail]

Product Specific Conditions.

[Insert product specific conditions]

Exhibit G
Agreement For
Tyler Systems Management ("TSM")

Invoice to: City of Wilsonville ("CUSTOMER")	Contact:
Address: 29799 SE Town Center Loop E, Wilsonville, OR 97070	Telephone: (503) 570-1575

CUSTOMER agrees to purchase, and Tyler Technologies, Inc. ("TYLER") agrees to provide, the services listed below in accordance with the following terms and conditions.

I. Term of Agreement:

This Tyler Systems Management Agreement (herein "TSM Agreement") is effective as of the Available Download Date of the License and Services Agreement ("Agreement") between TYLER and the CUSTOMER and shall remain in force for an initial one (1) year term. Upon expiration of that initial term, the TSM Agreement will automatically renew for additional one year terms, at Tyler's then-current rates, unless terminated by either party at least thirty (30) days' in advance of the upcoming renewal date.

The headings used in the TSM Agreement are for reference purposes only and shall not be deemed a part of this TSM Agreement.

II. Scope of the Agreement:

Both parties acknowledge that this TSM Agreement covers only the services described below, for the internal business operations of the City of Wilsonville

III. Payment:

1. As set forth in the Invoicing and Payment Policy (Exhibit B to the Agreement), CUSTOMER agrees to pay TYLER the year one fee for the services described below. This payment is due and payable as indicated in Exhibit B. Thereafter, payments for any renewal period will be due annually in advance. Payment terms are net forty-five (45) days from invoice date.

2. Additional Charges. Any systems management services and/or related materials performed or supplied by TYLER for CUSTOMER that are not in-scope, as defined herein, will be invoiced to CUSTOMER on a time and materials basis at TYLER'S then-current rates

IV. Covered System:

Window Servers that are required to run the Tyler Software applications.

V. **Scope of Services:** TYLER will provide the following services for the benefit of CUSTOMER:

a. TYLER SYSTEMS MANAGEMENT Service is available during TYLER's then-current business hours. TYLER'S current business hours are set forth at http://www.tylertech.com/client-support. CUSTOMER may contact a TSM technician using the contact information set forth at http://www.tylertech.com/client-support. Calls will be recorded and answered on a first in first out basis, except on reports that declare CUSTOMER's system down, in which case CUSTOMER's call will be moved to the head of the queue

b. TSM services are restricted to the primary production server(s) that the Tyler Software subject to this TSM Agreement is installed on.

c. Environments: Database administration services are restricted to three TYLER environments: one live environment, one training environment, and one test environment.

   (1) In cases where additional databases exist, each additional database will be subject to additional fees, which TYLER will quote to CUSTOMER at TYLER's then-current rates.

d. Application Software: In-scope TSM services include two complete sets of the Tyler Software subject to this TSM Agreement: one live set and one test/train set.

e. Required Foundation Software: TSM services include the support and installation of all foundation software TYLER requires CUSTOMER to procure to utilize one live, one train and one test database. Required foundation software is set forth at https://check.tylertech.com/. TYLER does not support, and this TSM Agreement does not include support services for, any third party product that is not required foundation software. TYLER will reasonably cooperate with CUSTOMER in investigating issues within the Tyler Software that may be created by a third party product, but it is CUSTOMER's responsibility to pursue support on third party products directly from that vendor or its authorized partners.

f. TYLER will also perform system administrative tasks on the installed operating system and database administrative tasks on the installed database engine software.

g. TYLER will also provide a remote installation and configuration of a new or upgraded server, at CUSTOMER'S request, once every two (2) years.

VI. **CUSTOMER Responsibilities:**

a. CUSTOMER shall provide, at no charge to TYLER, full and free access to the programs covered hereunder, including working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.

b. CUSTOMER shall install and maintain for the duration of this TSM Agreement a stable high speed network connection available for remote connections. CUSTOMER shall pay for installation, maintenance and use of such equipment and associated communication line use charges. TYLER, at its option, shall use this remote interface in connection with error correction.

VI. General

a. **Non-Assignability:** CUSTOMER shall not have the right to assign or transfer its rights hereunder to any party.

b. **Excused Non-Performance:** TYLER shall not be responsible for delays in servicing the products covered by this TSM Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.

c. **Limitation of Liability:** TYLER'S liability hereunder shall not exceed CUSTOMER'S actual, direct damages, not to exceed the TSM services fees paid for the year in which CUSTOMER'S claim accrues. CUSTOMER SHALL NOT, IN ANY EVENT, BE ENTITLED TO, AND TYLER SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF TYLER TECHNOLOGIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IRRESPECTIVE OF THE NATURE OF CUSTOMER'S CLAIM.

d. **Governing Law:** This TSM Agreement shall be governed by, and construed in accordance with, the laws of CUSTOMER's state of domicile. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision.

e. **Modification of this Contract:** No modifications or amendment of this TSM Agreement shall be effective unless set forth in writing and signed by both CUSTOMER and TYLER.

f. **Suspension:** Support and services will be suspended whenever CUSTOMER's account is thirty (30) days overdue. Support and services will be reinstated when CUSTOMER's account is made current by paying all past due fees.

g. **Reservation of Rights**: TYLER reserves all right, title and interest, including but not limited to intellectual property rights, in and to the Tyler Software, the TSM services, and any services or deliverables related thereto, except as expressly set forth in this TSM Agreement.