AGREEMENT

BETWEEN

THE CITY OF DELRAY BEACH

AND

TYLER TECHNOLOGIES, INC.

FOR

RFP NO. 2016-069L: ENTERPRISE RESOURCE PLANNING (ERP) SOLUTION

This is an Agreement ("Agreement"), made and entered into by and between: Delray Beach, a municipal corporation of the State of Florida, hereinafter referred to as "City,"

And

Tyler Technologies, Inc., a Delaware corporation, hereinafter referred to as "Second Party," (collectively referred to as the "Parties").

WITNESSETH:

In consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

1.1 **Agreement** - This Agreement includes Articles 1 through 9, the exhibits and documents that are expressly incorporated herein by reference.

1.2 **Board** - The City Commission of Delray Beach, Florida.

1.3 **Contract Administrator** - The Delray Beach City Manager or the Director of the Delray Beach, Information Technology Department. The primary responsibilities of the Contract Administrator are to coordinate and communicate with Second Party and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

1.4 **City Manager** - The administrative head of City appointed by the Board.

1.5 **City Attorney** - The chief legal counsel for City appointed by the Board.

1.6 **Project** - The Project consists of the services described in Article 2.

1.7 **ERP-** Enterprise resource planning

ARTICLE 2

SCOPE OF SERVICES

2.1 Second Party shall provide and perform all professional services identified in this Agreement and Exhibits A and Schedule 7 to Exhibit C. Those Exhibits describe Second Party's obligations and responsibilities and are deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Second Party impractical, illogical, or unconscionable. Schedule 7 to Exhibit C is the statement of work

2.2 Second Party acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any such increase, decrease or other modification must be mutually agreed to by the parties in writing and signed by the parties' authorized representatives.

ARTICLE 3

TERM AND TIME OF PERFORMANCE

3.1 This contract is in full force and effect upon full contract execution by the City (the "Effective Date"). The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

3.2 All duties, obligations, and responsibilities of Second Party required by this Agreement shall be completed in accordance with the parties' mutually agreed to implementation plan.

3.3 The parties' implementation plan may be modified upon mutual agreement of the parties. In the event the implementation timeframe is extended beyond twenty-four (24) months from the full contract execution by the City, the Second Party shall be compensated for the services at the rate in effect when the extension is invoked by the City upon the same terms and conditions as contained in this Agreement, as amended.

ARTICLE 4

COMPENSATION

4.1 Consistent with the Scope of Services herein referenced as Exhibit "A", the City shall pay Second Party, in the manner specified in Section 4.3, in the amount not to exceed One Million Six Hundred Sixty Thousand Seven Hundred Eighty ($1,660,780) dollars in one-time fees for software delivered and work actually performed and delivered pursuant to this Agreement, which amounts shall be accepted by Second Party as full compensation for all such work, unless otherwise agreed by Section 2.2.

Second Party acknowledges that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Second Party for its services and expenses related to this Agreement for the scope set forth herein. This maximum amount, however, does not constitute a limitation, of any sort, upon Second Party's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

4.2 Second Party may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed, as applicable. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed, expenses incurred, and/or products delivered. Invoices will be submitted per the payment schedule set forth at Schedule 1 to Exhibit C.

4.3 City shall pay Second Party within thirty (30) calendar days of receipt of Second Party's proper invoice, or as required by Florida Law. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on a standard Second Party invoice with sufficient detail to identify the nature of the fees and expenses being invoiced. Payment may be withheld for failure of Second Party to comply with a term, condition, or requirement of this Agreement, including but not limited to the warranties for software and services set forth herein, as further detailed in the invoice dispute provision set forth in Exhibit C.

4.4 Reserved.

4.5 Payment shall be made to Second Party at:

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

ARTICLE 5

INDEMNIFICATION

Second Party shall at all times hereafter indemnify, hold harmless and defend the City, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Second Party, its employees, agents, servants, or officers, or accruing, resulting from, or related to any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property during Second Party's performance under this Agreement. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action, or demand, Second Party shall, upon written notice from City, which notice shall be provided immediately, resist and defend such lawsuit or proceeding by counsel of Second Party's choosing, taking into consideration the City's reasonable input on such counsel. City agrees to provide Second Party with reasonable assistance, cooperation, and information in defending the claim at Second Party's expense. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

Second Party shall also defend and indemnify the City against third-party claims of intellectual property infringement, as set forth in Exhibit C.

ARTICLE 6

INSURANCE

6.1 Second Party shall maintain at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit "B" in accordance with the terms and conditions stated in this Article.

6.2 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on a standard Acord form. Second Party shall name City as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is City of Delray Beach, Florida. This official title shall be used in all insurance documentation.

6.3 Within fifteen (15) days of notification of award, Second Party shall provide to City proof of insurance in the form of Certificate(s) of Insurance Coverage is not to cease and is to remain in force until the City determines all performance required of Second Party is completed. For Professional Liability Insurance, coverage shall remain in force for two (2) years after the completion of services unless a different time period is stated in Exhibit "B." City shall be notified of any restriction or cancellation of coverage within thirty (30) days. If any of the insurance coverage will expire prior to the completion of the work, proof of insurance renewal shall be provided to City upon expiration.

6.4 City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements.

ARTICLE 7

TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in material breach has not corrected the material breach, or provided a plan to correct the alleged material breach, within thirty (30) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience or non-appropriation, as set forth in Section 3.1, by the City Manager upon thirty (30) days' notice.

7.2 This Agreement may be terminated for cause for reasons including, but not limited to, Second Party's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement, so long as those reasons constitute a material breach. The Agreement may also be terminated for cause if the Second Party is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if the Second Party provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

7.3 Notice of termination shall be provided in accordance with the “NOTICES" section of this Agreement.

7.4 In the event this Agreement is terminated for any reason, Second Party shall be paid for any services and/or products delivered, and allowable expenses incurred, under the Agreement through the termination date specified in the written notice of termination. In a termination for cause, any disputed fees will be subject to the dispute resolution process set forth in Exhibit C. In a termination for convenience or non-appropriation, any disputed fees and expenses must have been submitted to the invoice dispute process set forth in Exhibit C as of the time of termination in order to be withheld at termination, and City will not be entitled to a refund or offset of previously paid license and other fees.

7.5 Reserved.

ARTICLE 8

NON-DISCRIMINATION

8.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Failure by Second Party to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the City, to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Delray Beach Code of Ordinances or under applicable law, with all of such remedies being cumulative.

Second Party shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of any State or Federal law. Second Party shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any professional services funded by City under this Agreement, as further defined in the Investment Summary and the Statement of Work, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Second Party shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Agreement, Second Party represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. City hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle City to terminate this Agreement and recover from Second Party all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

ARTICLE 9

MISCELLANEOUS

9.1 RIGHTS IN DOCUMENTS AND WORK

Second Party retains all right, title and interest in and to its deliverables, and grants City a license to its intellectual property as set forth in this Agreement. Nothing herein shall constitute a “work for hire.”

9.2 PUBLIC RECORDS

City is a public agency subject to Chapter 119, Fla. Stat. Second Party shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Purchaser agrees to:

9.2.1 Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform services hereunder.

9.2.2 Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

9.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

9.2.4 Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the Second Party at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

9.2.5 If Second Party does not comply with this section, the City shall enforce the contract provisions in accordance with the contract.

9.3 INSPECTOR GENERAL.

Second Party is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Second Party and its sub licensees and lower tier sub licensees. Second Party understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Second Party or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

9.4 AUDIT RIGHTS, AND RETENTION OF RECORDS

City shall have the right to audit the books, records, and accounts of Second Party that are related to this Project. Second Party and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of Second Party and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Second Party or its subcontractor, as applicable, shall make same available at no cost to City in written form.

Second Party shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Second Party shall ensure that the requirements of this Section 9.3 are included in all agreements with its subcontractor(s), if any.

9.5 TRUTH-IN-NEGOTIATION REPRESENTATION

Second Party's compensation under this Agreement is based upon representations supplied to City by Second Party, and Second Party certifies that the information supplied is accurate, complete, and current at the time of contracting. City shall be entitled to recover any damages it incurs to the extent such representation is untrue, subject to the limitation of liability set forth in Exhibit C.

9.6 PUBLIC ENTITY CRIME ACT

Second Party represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

In addition to the foregoing, Second Party further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a “public entity crime” and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Second Party has been placed on the convicted vendor list.

9.7 INDEPENDENT CONTRACTOR

Second Party is an independent contractor under this Agreement. Services provided by Second Party pursuant to this Agreement shall be subject to the supervision of Second Party. In providing such services, neither Second Party nor its agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Second Party or Second Party’s agents any authority of any kind to bind City in any respect whatsoever.

9.8 THIRD PARTY BENEFICIARIES

Neither Second Party nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.9 NOTICES

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For City:

City
Manager
City Hall
100 N.W. 1st Avenue
Delray Beach, Florida 33444

For Second Party:

Abby Diaz
Vice President & Associate General Counsel
One Tyler Drive
Yarmouth, ME 04096
abigail.diaz@tylertech.com
Office: 207-518-4289

9.10 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Second Party shall not subcontract any portion of the work required by this Agreement, except as may specifically provided for herein or otherwise mutually agreed to. Notwithstanding the Termination provision of this Agreement, City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Second Party of this Agreement or any right or interest herein without City's written consent. Notwithstanding the foregoing, the City's written consent is not required for an assignment by Second Party as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of Second Party's assets.

Second Party represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Second Party shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Second Party's performance shall be comparable to local and national industry standards.

9.11 CONFLICTS

Neither Second Party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Second Party's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of Second Party's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Second Party is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Second Party or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Second Party is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Second Party shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Second Party.

9.12 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.13 COMPLIANCE WITH LAWS

Second Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.14 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Second Party elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

9.15 JOINT PREPARATION

The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

9.16 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

9.17 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 9 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 shall prevail and be given effect.

9.18 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the federal or state courts in Palm Beach County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, SECOND PARTY AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

9.19 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and Second Party or others delegated authority to or otherwise authorized to execute same on their behalf.

9.20 PRIOR AGREEMENTS

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

9.21 PAYABLE INTEREST

9.21.1 Payment of Interest. Except as required by the Prompt Payment laws, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Second Party waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

9.21.2 Rate of Interest. In any instance where the prohibition or limitations of Section 9.21.1 are determined to be invalid or unenforceable, the annual rate of interest payable by City under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

9.22 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. All Exhibits, including but not limited to Exhibit C, containing terms relating to license, maintenance and support, and other general terms and conditions, are incorporated into and made a part of this Agreement.

9.23 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

9.25 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: City through its Board, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____day of_________________, 2016, and Second Party, signing by and through its Vice President and Associate General Counsel, duly authorized to execute same.

CITY OF DELRAY BEACH, a
Florida Municipal Corporatoin

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

____
City Clerk

By______________________________
Cary D. Glickstein, Mayor

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

____
City Attorney

SECOND PARTY

Tyler Technologies, Inc

WITNESS:

____

Rob Kennedy-Jensen
(print or type name and title)
Senior Corporate Attorney

By______________________________
Abby Diaz, Vice President

16th day of June, 2016

(SEAL)

EXHIBIT A

SCOPE OF SERVICES
AND CORRESPONDING COSTS

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Quoted By:	Eric Moorfoot
Date:	1/29/2016
Quote Expiration:	7/15/2016
Client/Prospect Name:	City of Delray Beach, FL
Quote Number:	16L1F-051916
Quote Description:	RFP On Premise

Sales Quotation for:

City of Delray Beach, FL

100 NW 1st Avenue
Delray Beach, FL 33444
561.243.7149

Software and Related Services

Description	License	Year 1 Maintenance	Implementation # of Days	Implementation Cost	Data Conversion	Module Total
Financial Management Suite:						
Financial Management Base Suite - Includes GL, AP, Budget, Rev Collections	$ 90,000	$ 16,200	29	$ 35,380	$ 24,000	$ 165,580
Fixed Assets	$ 9,000	$ 1,620	6	$ 7,320		$ 17,940
Project and Grant Accounting	$ 18,000	$ 3,240	10	$ 12,200		$ 33,440
Misc Billing & Receivables	$ 9,000	$ 1,620	1	$ 1,220		$ 11,840
GASB/CAFR Reporting	$ 21,000	$ 3,780	6	$ 7,320		$ 32,100
Bank Reconciliation	$ 7,000	$ 1,260	1	$ 1,220		$ 9,480
Work Orders	$ 21,000	$ 3,780	7	$ 8,540		$ 33,320
Purchasing (Combo of POs and Reqs)	$ 30,000	$ 5,400	7	$ 8,540		$ 43,940
Bid and Quote Management	$ 9,000	$ 1,620	2	$ 2,440		$ 13,060
Contract Management	$ 9,000	$ 1,620	5	$ 6,100		$ 16,720
Inventory	$ 21,000	$ 3,780	7	$ 8,540		$ 33,320
Financial Management Suite Subtotal:	**$ 244,000**	**$ 43,920**	**81**	**$ 98,820**	**$ 24,000**	**$ 410,740**

Quoted By: Eric Moorfoot
Date: 1/29/2016
Quote Expiration: 7/15/2016
Client/Prospect Name: City of Delray Beach, FL
Quote Number: 16L1F-051916
Quote Description: RFP On Premise

Sales Quotation for:

City of Delray Beach, FL

100 NW 1st Avenue
Delray Beach, FL 33444
561.243.7149

Payroll & Human Resources Suite:

Payroll Processing - includes Personnel Management, Position Control	$ 60,000	$ 10,800	28	$ 34,160	$ 16,000	$ 120,960
Employee Event Tracking	$ 12,000	$ 2,160	2	$ 2,440		$ 16,600
Personnel Action Processing	$ 12,000	$ 2,160	1	$ 1,220		$ 15,380
Benefits Administration	$ 10,000	$ 1,800	1	$ 1,220		$ 13,020
COBRA Billing Administration	$ 10,000	$ 1,800	2	$ 2,440		$ 14,240
Workers Compensation Admin	$ 15,000	$ 2,700	1	$ 1,220		$ 18,920
Leave Management	$ 15,000	$ 2,700	1	$ 1,220		$ 18,920
Applicant Tracking	$ 12,000	$ 2,160	2	$ 2,440		$ 16,600
Position Budgeting	$ 12,000	$ 2,160	1	$ 1,220		$ 15,380
Time and Attendance Interface	$ 12,000	$ 2,160	1	$ 1,220		$ 15,380
Payroll & Human Resources Suite Subtotal:	**$ 170,000**	**$ 30,600**	**40**	**$ 48,800**	**$ 16,000**	**$ 265,400**

Utility Management Suite:

Utility Billing (Water/Sewer/Refuse Base)	$ 40,000	$ 7,200	26	$ 31,720	$ 12,000	$ 90,920
Automatic Meter Read (AMR) Interface	$ 9,000	$ 1,620	1	$ 1,220		$ 11,840
Meter and Device Inventory	$ 11,000	$ 1,980	2	$ 2,440		$ 15,420
Service Order Processing	$ 22,000	$ 3,960	2	$ 2,440		$ 28,400
IVR Interface for Acct Bal/Payments	$ 9,000	$ 1,620	1	$ 1,220		$ 11,840
GIS Integration	$ 12,000	$ 2,160	1	$ 1,220		$ 15,380
Utility Management Suite Subtotal:	**$ 103,000**	**$ 18,540**	**33**	**$ 40,260**	**$ 12,000**	**$ 173,800**

Quoted By:	Eric Moorfoot
Date:	1/29/2016
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Sales Quotation for:

City of Delray Beach, FL

100 NW 1st Avenue
Delray Beach, FL 33444
561.243.7149

Decision Support Software:

Decision Support Software	$	21,000	$	3,780	1	$	1,220			$	26,000
Financial Analytics	$	26,000	$	4,680	1	$	1,220			$	31,900
Human Resources/Payroll Analytics	$	26,000	$	4,680	1	$	1,220			$	31,900
Decision Support Software Subtotal:	**$**	**73,000**	**$**	**13,140**	**3**	**$**	**3,660**	**$**	**-**	**$**	**89,800**

eSuite Applications:

eSuite Base	$	21,000	$	3,780	2	$	2,440			$	27,220
eFinance Suite (Supplier, Bid, Misc Billing)	$	30,000	$	5,400	2	$	2,440			$	37,840
ePayments	$	10,000	$	1,800	2	$	2,440			$	14,240
ePersonnel Suite(Employee, Timesheets, Ben Admin, Recruit)	$	75,000	$	13,500	4	$	4,880			$	93,380
eUtilities	$	10,000	$	1,800	2	$	2,440			$	14,240
eSuite Application Subtotal:	**$**	**146,000**	**$**	**26,280**	**12**	**$**	**14,640**	**$**	**-**	**$**	**186,920**

New World ERP Software Subtotal:	**$**	**736,000**	**$**	**132,480**	**169**	**$**	**206,180**	**$**	**52,000**		**$1,126,660**
Discount Amount:	*$*	*73,600*	*$*	*132,480*		*$*	*-*	*$*	*-*	*$*	*206,080*
New World ERP TOTAL INITIAL COST:	**$**	**662,400**	**$**	**-**	**169**	**$**	**206,180**	**$**	**52,000**	**$**	**920,580**

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a tyler erp solution

Quoted By: Eric Moorfoot
Date: 1/29/2016
Quote Expiration: 7/15/2016
Client/Prospect Name: City of Delray Beach, FL
Quote Number: 16L1F-051916
Quote Description: RFP On Premise

Sales Quotation for:

City of Delray Beach, FL

100 NW 1st Avenue
Delray Beach, FL 33444
561.243.7149

Additional Tyler Software and Related Services:

Tyler Cashering	$ 46,000	$ 8,280	7	$ 8,925		$ 63,205
Tyler Content Manager SE	$ 45,000	$ 8,100	10	$ 12,750		$ 65,850
Additional Tyler Software and Related Services: Subtotal:	**$ 91,000**	**$ 16,380**	**17**	**$ 21,675**		**$ 129,055**

EnerGov Suite Applications:

EnerGov Permits & Inspections (PLM)	$ 68,750	$ 13,750	52	$ 66,300	$ 26,400	$ 148,800
EnerGov Professional Licensing	$ 27,500	$ 5,500	21	$ 26,775	$ 13,560	$ 59,775
EnerGov e-Reviews	$ 34,250	$ 6,850	13	$ 16,575		$ 57,675
EnerGov ESRI Integration	$ 44,000	$ 8,800	1	$ 1,275		$ 54,075
EnerGov iG Workforce Mobile	$ 34,250	$ 6,850	2	$ 2,550		$ 43,650
EnerGov IVR	$ 24,000	$ 4,800	6	$ 7,650		$ 36,450
EnerGov Citizen Access Portal	$ 27,500	$ 5,500	2	$ 2,550		$ 35,550
EnerGov Intelligent Objects Automation	$ 10,665	$ 2,133	13	$ 16,575		$ 29,373
EnerGov Suite Application Subtotal:	**$ 270,915**	**$ 54,183**	**110**	**$ 140,250**	**$ 39,960**	**$ 465,348**
Overall Software Subtotal:	**$ 1,097,915**	**$ 203,043**	**296**	**$ 368,105**	**$91,960**	**$ 1,761,023**
Discount Amount:	*$ 73,600*	*$ 203,043*		*$ -*	*$ -*	*$ 276,643*
TOTAL INITIAL COST:	**$ 1,024,315**		**296**	**$ 368,105**	**$ 91,960**	**$ 1,484,380**

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Additional Implementation Services

Service	Qty	Description	Fee
25% Dedicated Project Management Services	1	Project Management Services include: a) a summary level Implementation Plan; b) a detail level Implementation Plan; c) revised Implementation Plans (if required); d) monthly project status reports; and e) project status meetings • a project review (kickoff) meeting at Customer's location • progress status meeting(s) will occur during implementation via telephone conference or at Customer's location; and • a project close-out meeting at Customer's location to conclude the project.	$ 100,000
System Assurance	1	Windows Server 2012/Operating System Assurance and Software Installation: - Install and configure application servers - Consult on connectivity to new or existing Windows environment - Verify operating system and SQL configuration - Verify workstation configuration	$ 7,000

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EnerGov Forms Library	1	Permits & Inspections - 4 Forms	$	4,800
EnerGov Forms Library	1	Professional Licensing - 2 Forms	$	2,400
Interface	1	Payment Processing Interface: includes 1 Positive Pay, 1 ACH/Direct Deposit Transmittal Export and 1 Payment (Check/EFT) Reconciliation Transmittal Import	$	4,800
Interface	1	Time and Attendance Interface	$	4,800
Interface	1	Automatic Meter Read (AMR) Interface	$	2,700
Interface	1	RecTrac Interface	$	1,300

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Optional Additional Implementation Days	30	Not-To-Exceed Implementation Days @ $1220 Per Day. Only invoiced if used and delivered.		$36,600
Import	1	Parcel Import	$	12,000
		TOTAL:	**$**	**176,400**

New World ERP Summary	**One Time Fees**	**Recurring**
Total Software	$ 1,024,315	$ 203,043
Total Services	$ 636,465	
Summary Total	**$1,660,780**	**$203,043**
Contract Total (Excluding Estimated Travel Expenses)	**$1,863,823**	

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Estimated Travel Expenses

Trips @ $2,000/each - *Includes airfare, car rental, hotel accommodations and per diem*	**50**	**Trips**	**$100,000**	
Annual Source Code Escrow Fee			**1500***	***Annual Fee as of Effective Date**

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Footnotes

Assumes purchase of the proposed solution directly through Tyler Technologies and not through an RFP procurement procedure.

This proposal is budgetary and is being provided solely for planning purposes and does not constitute a firm offer. An extended review may determine that additional software or service components are necessary.

The costs provided in this proposal are based on all of the proposed products and services being obtained from Tyler Technologies. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust its prices accordingly.

Personal Computers must meet the minimum hardware requirements for the New World ERP product. Microsoft Windows 7 or greater with Internet Explorer (IE) 8 or greater is the required operating system and browser for all client machines.

Servers must meet the minimum hardware requirements for the New World ERP product. Windows Server 2008 (R2) or greater is required for the Application Server(s), Web Server(s) and Database Server. Microsoft SQL Server 2008 (R2) or greater is required for the Database Server. Customers must also license the appropriate number of Microsoft Client Access Licenses (CALs) for license compliance.

Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.

Travel and expenses are not included under *Total Services* as they are billed at actual cost. A separate line item above "*Estimated Travel Expenses",* shows Tyler's estimate for travel and living expenses for the scope of this project. That estimate is based upon $2,000 per trip, which may include airfare, hotel, per diem, car rental, and gas). All travel and living expenses will be billed on a weekly basis, but only as incurred.

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Tyler supports SQL Server Reporting Services (SSRS) for server-based report generation and ad hoc reporting. SSRS utilizes a web services interface to support the development of custom reporting applications. SSRS is included in the Express, Workgroup, Standard, and Enterprise editions of Microsoft SQL Server. Customers may elect to use other third-party report generation tools including Crystal Reports however Tyler does not provide support for these tools and cannot guarantee compatibility.

Prices assumes that all software proposed is licensed.

Licensed Software, and third party software embedded therein, if any, will be delivered in a machine-readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

An unlimited Site License is included for the above-proposed software The Site License is available to only the affiliated Public Administration agencies within the Prospect listed on this Price Qoutation.

Annual maintenance will be a recurring software cost that will begin at Year 2 and will include a price increase each subsequent year.

Custom interface will be operational with existing third party software. Any subsequent changes to third party applications may require additional services.

Supports Epson TM-H6000IV Receipt/Validation/Slip Printer

Time & Attendance interface is a two-way interface. Additional support may be required for third-party changes; not included in annual maintenance.

Currently supports interfaces to Sensus/Rockwell, Neptune, Itron, Radix, Syscon and Schlumberger devices. Technical assurance must be obtained to verify the Business Partner's software/hardware release level interrace requirements.

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GIS integration currently supports either ESRI's ArcIMS or ArcGIS Server software; the ArcIMS and ArcGIS Server software and any services related to the installation and set up of ArcIMS or ArcGIS are not included in this proposal. The ArcIMS or ArcGIS Server software must be purchased, installed, and set up separately.

EXHIBIT B

INSURANCE REQUIREMENTS OF THE CITY OF DELRAY BEACH

Second Party shall not commence operations under the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received by the City of Delray Beach Risk Manager. If you have any questions call (561) 243-7150.

The following insurance coverage shall be required.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute 440 and including Employers Liability coverage, regardless of the size of your firm. Second Party further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course and scope of their employment.

B. General liability insurance with a minimum limit of $1,000,000 per occurrence and $2,000,000 in the aggregate annually, providing coverage for Premises and Operations, Products and Completed Operations, and Personal and Advertising Injury Liability. Insurance Policies must be obtained through insurance companies that are authorized to transact business in the State of Florida by the Department of Financial Services, and they must carry a minimum rating of A.M. Best of A- as to management and VII as to financial size.

C. Motor Vehicle Liability Insurance covering all vehicles associated with Second Party operations to include all owned, non-owned and hired vehicles.

   The coverage will be written on an occurrence basis with limits of liability not less than $1,000,000.00 combined single limit per each occurrence.

Second Party shall furnish to the City, Certificate(s) of Insurance evidencing insurance required by the provisions set forth above. If any of the above coverages expire during the term of this Agreement, Second Party will provide a renewal certificate no more than ten (10) days after expiration.

Mail to: City of Delray Beach, Attn. Risk Manager, 100 N.W. 1st Avenue, Delray Beach, Florida 33444 with a copy to Assistant City Manager, 100 N.W. 1st Avenue, Delray Beach, FL 33444

Exhibit C
Addendum

SECTION A – DEFINITIONS

For the purposes of this Addendum, the following defined terms will apply. All other defined terms will have the meaning set forth in the Agreement.

- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 2.
- **"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. 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
- **"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.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached to the Agreement as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Schedule 1.
- **"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 Schedule 3.
- **"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 provided at Schedule 7.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. The New World Software Support Call Process is attached as Schedule 4 and the EnerGov/Tyler Software Support Call Process is attached as Schedule 5.
- **"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.
- **"we", "us", "our"** and similar terms mean Tyler.

- **"you"** and similar terms mean the City.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

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

   1.3 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.

   1.4 These license terms apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

   1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

   1.6 We reserve all rights not expressly granted to you in the 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. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with the Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of

the escrow agreement.

4. Limited Warranty. 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 use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. 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, and Section 2.2 of the Agreement will apply. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

2. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

3. 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 as of the Effective Date, 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 including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software.

4. 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. We 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 your personnel to provide such cooperation and assistance (either through action or omission).

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 you enable the MyGovPay/Virtual Pay payment processing functionality made available as part of your license to the EnerGov modules identified in the Investment Summary, the terms set forth in Schedule 6 will apply.

SECTION F – 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, 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 fifteen (15) days of notice of our intent to do so.

SECTION H – INTELLECTUAL PROPERTY INDEMNIFICATION, DISCLAIMER AND LIMITATION OF LIABILITY

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend 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 (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. 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, at our expense and without obligation to do so, 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 will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. 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. **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.**

3. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY. 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 SECTION H(1).**

4. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twenty-four (24) months from the Effective Date, and thereafter at our then-current list price, 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. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. 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 Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a

court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. 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. E-Verify. 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.

6. Force Majeure. 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.

7. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

8. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

   (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
   (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; or

(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

9. Schedules to Addendum. This Addendum includes the following schedules:

Schedule 1	Invoicing and Payment Policy
Schedule 2	Business Travel Policy
Schedule 3	Maintenance and Support Agreement
Schedule 4	New World Software Support Call Process
Schedule 5	EnerGov and Tyler Software Support Call Process
Schedule 6	MyGovPay/Virtual Pay
Schedule 7	Statement of Work

Schedule 1
Invoicing and Payment Policy

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 Exhibit C.

1. Tyler Software.

   1.1 *License Fees*: License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

   1.2 *Maintenance and Support Fees*: Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof through Year 5, as further described in Schedule 3 to this Exhibit C. We agree that your fees for Year 2 will not increase over the rate set forth in the Investment Summary, and that your fees for Years 3 through 5 will increase by three (3) percent each year, year-over-year. For any renewal after Year 5, your fees will be at our then-current rates.

2. Professional Services.

   2.1 *Implementation, Consulting and Other Professional Services (including training)*: Any fixed-price services are invoiced 50% upon initial delivery of the fixed price service, and 50% upon deployment of the fixed priced service within your live/production environment. Where services are quoted as estimated, we will bill you the actual services, as delivered, on a time and materials basis.

   2.2 *Requested Modifications to the Tyler Software*: Requested modifications to 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 modifications 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.

3. Other Services and Fees.

   3.1 *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. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached at Schedule 2. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Schedule 2
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 day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five days = one checked bag
   - Six or more days = two 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; 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.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status 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.

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.

Schedule 3
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. Term. 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 through the fifth anniversary of the term (ie. through completion of Year 5) unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. No later than ninety (90) days prior to the expiration of Year 5, the parties will mutually agree on whether the parties will enter into an additional renewal term for maintenance and support of five (5) one (1)-year terms. Any such renewal will be on our then current terms, including but not limited to pricing, except as otherwise agreed by the parties.

2. Maintenance and Support Fees. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) 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. Maintenance and Support Services. 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, 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 provide you with a copy of 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. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. 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, at our option, 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 outside our 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. Hardware and Other Systems. If 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. Other Excluded Services. 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; (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. Current Support Call Process. Our current Support Call Process for the New World software is provided at Schedule 4. Our current Support Call Process for the EnerGov/Tyler Software is provided at Schedule 5.

Schedule 4
Support Call Process – New World Software Modules

If, after you have cut over to live production use of the Tyler Software, you believe that the New World Software modules are Defective, as "Defect" is defined in Exhibit C, then you will notify us by phone, in writing, by email, or through the support website. Please reference http://www.tylertech.com/client-support for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

(a) **Priority 1**: *An Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

(b) **Priority 2**: *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler

Software release.

(c) **Priority 3**: *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.

Schedule 5
Support Call Process – EnerGov/Tyler Software

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, 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. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe 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. 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. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
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. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
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.

Schedule 6
MYGOVPAY/VIRTUAL PAY

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if the City elects to use MyGovPay or VirtualPay, products of Tyler Technologies *(Powered by Persolvent),* designed for Citizen Users to use for processing online payments in connection with the EnerGov software set forth in the Investment Summary. That access will be provided on the following terms and conditions.

(a) Special MyGovPay/VirtualPay Definitions.

"Merchant Agreement" means the agreement between the City and Persolvent that provides for the Merchant Fees.

"Merchant Fees" means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.

"MyGovPay" means the Product of Tyler Technologies that allows members of the public to pay for the City's services with a credit or other payment card on the City's citizen-facing web portal.

"Persolvent" means a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.

"Use Fees" means the fees listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay*.

"VirtualPay" means the Product of Tyler Technologies that allows the City to accept and process citizen user's credit or other payment card using the EnerGov Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

(1) City must apply for and agree to a Merchant Agreement with Persolvent.

(2) City agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.

(3) City agrees that Use Fees are separate from and independent of Merchant Fees.

(4) City agrees that this Agreement does not represent any modification to City's Merchant Agreement with Persolvent.

(5) City agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to City in any way.

(6) City agrees that MyGovPay's and VirtualPay's ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, City agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with City for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. City agrees that the Use Fees set forth below shall apply if City elects to use MyGovPay/Virtual Pay.

3. Use Fees

EnerGov's MyGovPay (Online / card-not-present payments)****

	MyGovPay (Online Payments)	**MyGovPay (Online Payments)**
	Percentage Based Fee	+ Transaction Fee
Option 1: **Government Entity Paid**	2.79%	$0.20
Option 2: **Patron Paid**	3.29%	N/A

***ACH processing is available for a fee of $20 per month and $0.30 per transaction.*

4. EnerGov's VirtualPay (retail card present)

	VirtualPay (Retail Payments)	**Virtual Pay (Retail Payments)**
	Percentage Based Fee	+ Transaction Fee
Option 1: **Government Entity Paid**	2.59%	$0.15
Option 2: **Patron Paid**	2.99%	N/A

Patron Paid fees will be communicated as "Service Fees" to the cardholder, at the time of transaction. In the event that the average transaction amount is below $30, we reserve the right to apply an additional $0.20 service fee above the quoted rates above.

5. Interactive Voice Response ("IVR"). If IVR is selected by the City and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

(a) Network Security. City acknowledges that a third-party is used by Tyler Technologies to process IVR data. City's content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers' content is or will be transmitted or stored.
(b) Content. City is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.
(c) Lawful Purposes. City shall not use the IVR system for any unlawful purpose.
(d) Critical Application. City will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft

control, hospital life-support system, and delays in getting medicate care or other emergency services.

(e) No Harmful Code. City represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by City or Users.

(f) IVR WARRANTY. Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.

Schedule 7
Statement of Work

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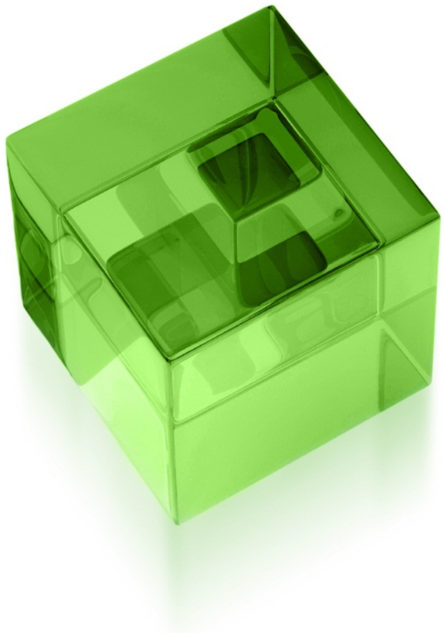

Delray Beach, FL

Statement of Work

New World ERP Software Suite
June 16 , 2016

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*The terms and conditions governing this project are specified in the **Agreement** between **Tyler Technologies ("Tyler") and Delray Beach, FL ("Customer")**. In the event statements in this New World ERP Software Suite Statement of Work (SOW) conflict with the terms and conditions in the **Agreement** (including all of its Exhibits, Attachments and Addendums), the **Agreement** shall take precedence over this SOW.*

A. PROJECT OVERVIEW

This Statement of work (SOW) defines the principal activities and responsibilities of **Customer** and **Tyler** for the implementation of an integrated ERP system consisting of the following primary softare applications.

- Finance
- HR/Payroll
- Utilities Management
- Community Development and Infrastructure (EnerGov)
- Cashiering
- Enterprise Content Manager

A.1 Objectives

To implement the software described in the **Agreement**.

A.2 Schedule

This project is targeted to be completed and the project closed within 15 months of **Agreement** signing. Many factors will impact the ability of the **Tyler** and **Customer** project teams to meet this target.

The **Tyler** and **Customer** Project Managers will work together, along with **Tyler** and **Customer** senior management, to develop a project plan that itemizes the specific tasks, resources, dependencies and schedules. **Tyler** will work hard to help build a project plan to meet the targeted timeline.

However, unforeseen **Customer** dependencies, unexpected **Customer** circumstances or changes to **Customer** requirements may cause the **Tyler** and **Customer** Project Managers to build a project plan that does not meet the targeted project completion timeline.

When the planning activity is completed and the Project Plan is approved by **Tyler** and **Customer** senior management, then the actual scheduled completion date will be determined for this project.

Developing the Project Plan and then approving the Project Plan are specific steps called out in the **Tyler** Project Implementation Methodology (PIM) outlined in later sections of this SOW.

A.3 Scope and Deliverables

The success of the project is dependent upon all of the organizations identified below to participate fully in this project and to fulfill all of their assigned tasks with quality and on schedule.

The scope of this project includes three types of deliverables from **Tyler**:

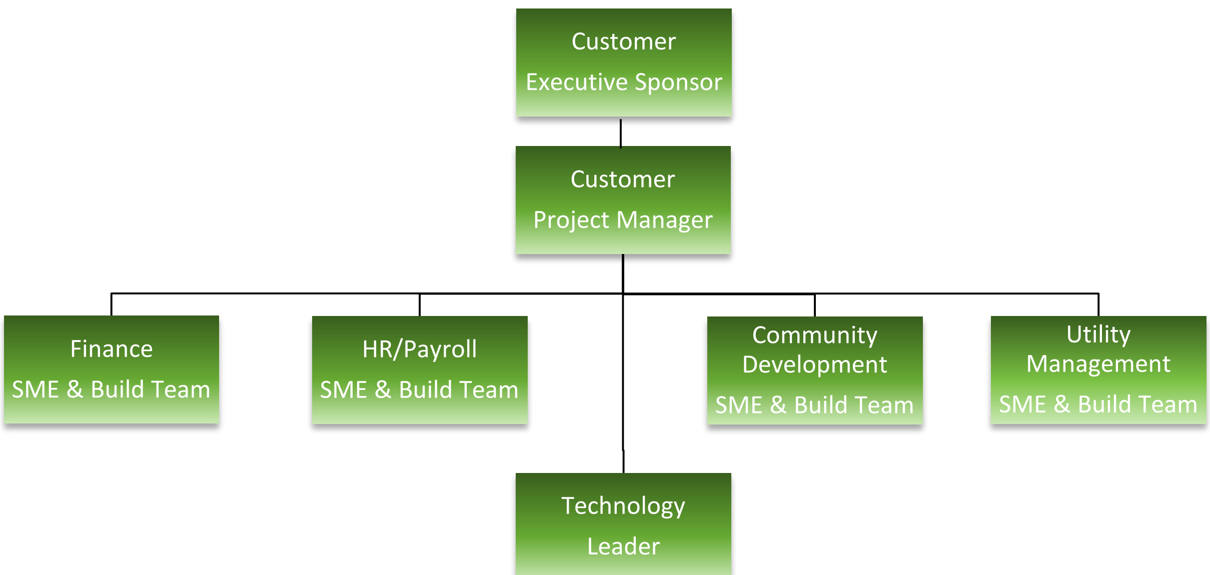
1. Licensed Standard Software Deliverables
2. **Tyler** Service Deliverables
3. Third Party Hardware, Software, Service Deliverables

The scope and deliverables proposed for this project are outlined in Appendix A.

B. PROJECT ORGANIZATION & DECISION MAKING

B.1 Customer Project Organization

The **Customer** project organization, roles and assigned individuals are shown below:



B.1.1 Customer Project Team Assignments

Here are the **Customer** Project Roles and Assignments:

	Project Role	Functional Organization and Role	Name
1	Executive Sponsor		
2	Project Manager		
3	Finance Subject Matter Expert		
4	HR/Payroll Subject Matter Expert		
5	Utilities Subject Matter Expert		
6	Community Development Subject Matter Expert		
7	Cashiering Subject Matter Expert		
8	Content Manager Subject Matter Expert		
9	Technology Leader		

The **Customer** Project Manager will maintain a current version of the Project Team Assignments in the Project Management Workbook.

B.1.2 Customer Project Team Roles & Responsibilities

Here are the **Customer** Project Roles and Responsibilities:

B.1.2.1 Customer Executive Sponsor

- Provides executive level oversight of the project conduct and outcomes on behalf of **Customer**.
- Executive Sponsor is appointed by (the Governing Group/some other entity) and serves for the duration of the project.
- Executive Sponsor (is/is not) a Governing Group member.
- Executive Sponsor attends Governing Group meetings and (votes/does not vote) on resolutions presented.
- Executive Sponsor is accountable to the Governing Group for project conduct and outcomes.
- Executive Sponsor reports project status to the Governing Group.
- Executive Sponsor monitors contract and budget compliance.
- Executive Sponsor presents and recommends approval of project funding requests to the Governing Group.
- Executive Sponsor presents and recommends final top level project decisions to the Governing Group.
- Executive Sponsor makes executive project decisions that do not require Governing Group approval.
- Executive Sponsor is accountable for project results and outcomes.

B.1.2.2 Customer Project Manager

- Project Manager provides day-to-day oversight of the project conduct and outcomes on behalf of **Customer**.
- Project Manager is accountable to the Executive Sponsor for project conduct and outcomes.
- Project Manager reports project status to the Executive Sponsor.
- Project Manager monitors contract and budget compliance.
- Project Manager presents and recommends approval of project funding requests to the Executive Sponsor.
- Project Manager presents and recommends executive level project decisions to the Executive Sponsor.
- Project Manager makes and/or coordinates with project constituents to make daily project decisions that do not require Executive Sponsor approval.
- Project Manager is accountable for project results and outcomes.

B.1.2.3 Customer Subject Matter Experts (SMEs)

- SMEs represent functional senior managers and users for the functional areas engaged in the project. The functional areas include:
  - Finance
  - HR/Payroll
  - Utilities Management
  - Community Development
  - Cashiering
  - Content Manager
- SMEs provide day-to-day oversight and coordination of the project tasks and outcomes on behalf of the assigned functional areas on behalf of Customer.
- SMEs make and/or coordinate with functional constituents to make daily project decisions that do not require Project Manager approval.
- SMEs are appointed by (the functional senior managers/some other entity) and serve for the duration of the project.
- SMEs train end users.
- SMEs are accountable to the Project Manager and their Functional senior managers for project conduct and outcomes.
- SMEs report project status to the Project Manager and their Functional senior managers.
- SMEs are accountable for the results and outcomes of project activities in their functional areas.

B.1.2.4 Customer Technology Leader

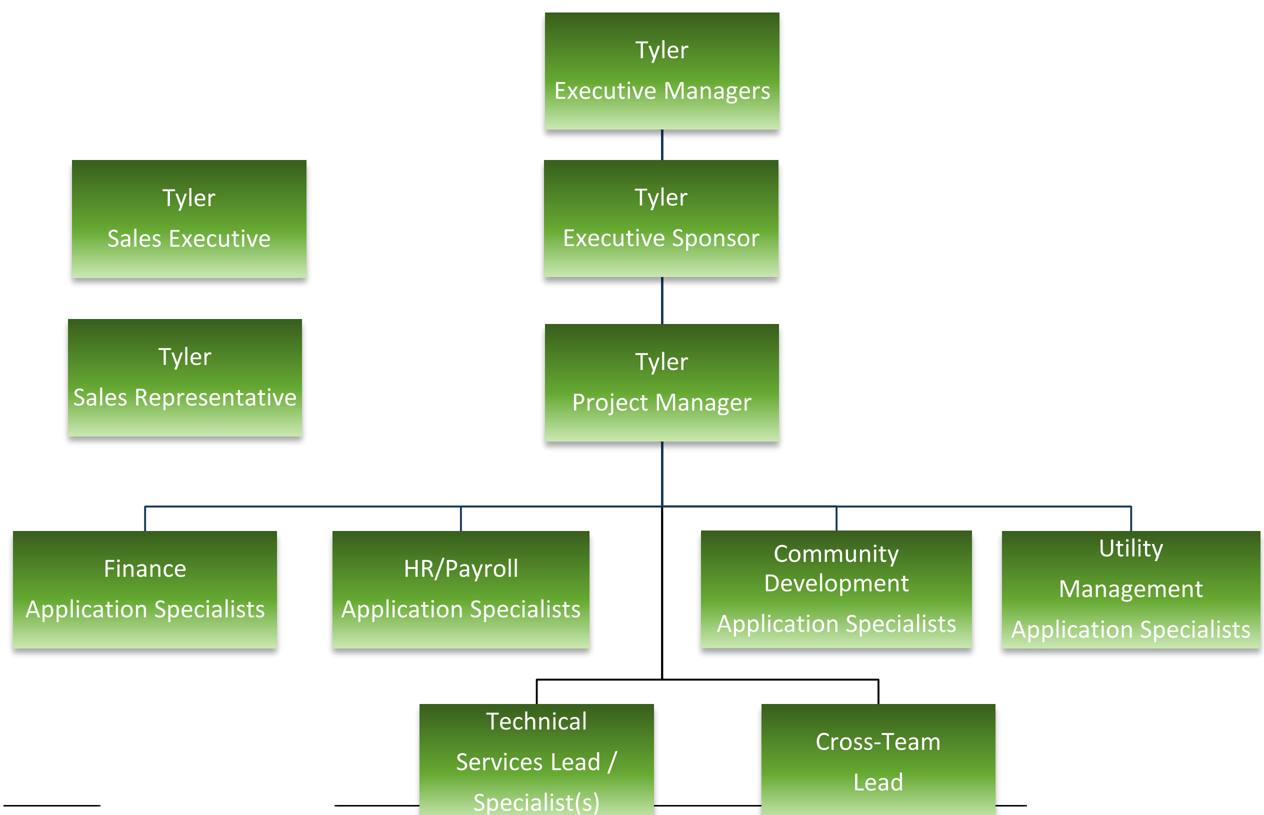
- Technology Leader represents technology senior managers for project.
- Technology Leader provides day-to-day oversight and coordination of the technology tasks and outcomes on the project.
- Technology Leader is appointed by (the technology senior managers/some other entity) and serves for the duration of the project.
- Technology Leader is accountable to the Project Manager and their Technology senior managers for technology task conduct and outcomes for the project.
- Technology Leader reports status to the Project Manager and their Technology senior manager.
- Technology Leader makes and/or coordinates with technology constituents to make daily technology decisions that do not require Project Manager approval.
- Technology Leader is accountable for the results and outcomes of technology activities of the project.

B.1.2.5 Customer Build Teams

- Build teams are representatives from the functional areas engaged in the project. The functional areas include:
    - Finance
    - HR/Payroll
    - Utilities Management
    - Community Development
    - Cashiering
    - Content Manager
- Build Teams complete project tasks to configure and setup their assigned functional areas of the product suite.
- Build Teams are appointed by the (SME/functional senior manager/some other entity) and serve for the duration of the project.
- Build Teams are accountable for the results and outcomes of the project activities in their functional areas.

B.2 Tyler Project Organization

The **Tyler** project organization, roles and assigned individuals are shown below:



	Project Role	Functional Role	Name(s)
1	Regional Vice President	Regional Vice President	Steve Wittbrodt
2	Sales Representative	Regional Territory Manager	Eric Moorfoot
3	Executive Sponsor	General Manager New World ERP	Roger Routh
4	Project Management	Professional Services Director Program Manager Project Manager Conversion Manager	Andy Breeden Pete Thibideau Justin Johnson Joyce Wiazowski
5	Finance Application Specialist	Finance Application Specialist(s)	TBD
6	HR/Payroll Application Specialist	HR/Payroll Application Specialist(s)	TBD
7	Utilities Management Application Specialist	Utilities Application Specialist(s)	TBD
8	Community Development Application Specialist	Community Development Application Specialist(s)	TBD
9	Cashiering Application Specialist	Cashiering Application Specialist	TBD
10	Content Manager Application Specialist	Content Manager Application Specialist	TBD
11	Technical Services Specialist	Technical Services Specialist(s)	TBD
12	Data Conversion Lead	Data Analyst(s)	TBD

The **Tyler** Project Manager will maintain a current version of the Project Team Assignments in the Project Management Workbook.

B.2.2 Tyler Project Team Roles & Responsibilities

Here are the **Tyler** Project Roles and Responsibilities:

B.2.2.1 Tyler Sales Executive

- Served as the **Tyler** leader of the procurement process.
- Serves as a source of information about discussions and expectations formed during the procurement process.
- Responsible to help complete additional procurements if any required for the project.
- Available to meet with **Customer** and **Tyler** senior managers during the project for project discussions if requested by Project Managers.
- Available to help make contract adjustments if requested.

B.2.2.2 Tyler Sales Representative

- Served as the **Tyler** sales representative during the procurement process.
- Serves as a source of information about discussions and expectations formed during the procurement process.
- Responsible to help complete additional procurements if any required in order to complete the project.
- Available to meet with **Customer** and **Tyler** managers during the project for project discussions if requested by Project Managers.
- Available to help make contract adjustments if requested.

B.2.2.3 Tyler Executive Sponsor

- Executive Sponsor is assigned at the project initiation and serves for the duration of the project.
- Provides executive level oversight of the project conduct and outcomes on behalf of **Tyler**.
- Executive Sponsor is accountable to **Tyler** executives for project conduct and outcomes.
- Executive Sponsor monitors contract and budget compliance.
- Executive Sponsor makes executive project decisions, or facilitates obtaining decisions for **Tyler**.
- Executive Sponsor meets with and reviews status with **Customer** Executive Sponsor.
- Executive Sponsor is accountable for project results and outcomes.

B.2.2.4 Tyler Project Manager (and Project Management Team)

- Project Manager is appointed at project initiation and serves for the duration of the project.
- Project Manager provides day-to-day oversight of the project conduct and outcomes on behalf of **Tyler**.
- Project Manager is responsible for project planning.
- Project Manager is responsible for **Tyler** resource management.

- Project Manager is accountable to the Executive Sponsor and **Tyler** executive managers for project conduct and outcomes.
- Project Manager reports project status to the **Tyler** Executive Sponsor.
- Project Manager reports project status to the **Customer** Project Manager.
- Project Manager monitors contract and budget compliance.
- Project Manager presents and recommends approval of project funding requests to the **Tyler** Executive Sponsor.
- Project Manager presents and recommends executive level project decisions to the **Tyler** Executive Sponsor.
- Project Manager makes and/or coordinates with **Tyler** project constituents to make daily project decisions that do not require **Tyler** Executive Sponsor approval.
- Project Manager is accountable for project results and outcomes.

B.2.2.5 Tyler Application Specialist

- Application Specialists serve as the product experts for their assigned functional areas of the New World ERP product suite. The functional areas include:
  - Finance
  - HR/Payroll
  - Utilities Management
  - Community Development
  - Cashiering
  - Content Manager

- Application Specialists provide training and knowledge transfer to **Customer** functional experts to enable **Customer** staff to set up and configure each application area of the product suite.
- Application Specialists provide support to **Customer** functional experts to help them make project decisions.
- Application Specialists provide training to **Customer** trainers to enable them to train end users.
- Application Specialists provide training to **Customer** trainers to end users.
- Application Specialists are assigned by **Tyler** resource managers and serve for the specific tasks as assigned during the project.
- Application Specialists are accountable to the **Tyler** Project Manager and their resource managers for project conduct and outcomes.
- Application Specialists report project status to the Project Manager and their resource managers.
- Application Specialists are accountable for the results and outcomes of project activities in their functional areas.

B.2.2.6 Tyler Technical Services Specialist

- Technical Services Specialist provides hardware, system software and network infrastructure services.
- Technical Services Specialist reports status to the Project Manager and their technical services resource manager.
- Technical Services Specialist makes and/or coordinates with **Customer** technology constituents to project technology decisions that do not require Project Manager approval.
- Technical Services Specialist reports technical issues and resolution recommendations to the **Tyler** Project Manager.
- Technical Services Specialist is accountable to the Project Manager and their **Tyler** technical services resource manager for the technical services outcomes and results during the project.

B.2.2.7 Tyler Data Conversion Lead

- Data Conversion Lead manages the **Tyler** data conversion activities and resources for the project.
- Data Conversion Lead works with assigned **Customer** data conversion staff during the project.
- Data Conversion Lead is assigned early in the project and serves for the duration of the data conversion activities.
- Data Conversion Lead is accountable to the **Tyler** Project Manager and their data conversion senior managers for data conversion task conduct and outcomes for the project.
- Data Conversion Lead reports status to the **Tyler** Project Manager and their data conversion senior manager.
- Data Conversion Lead is accountable for the results and outcomes of data conversion activities of the project.

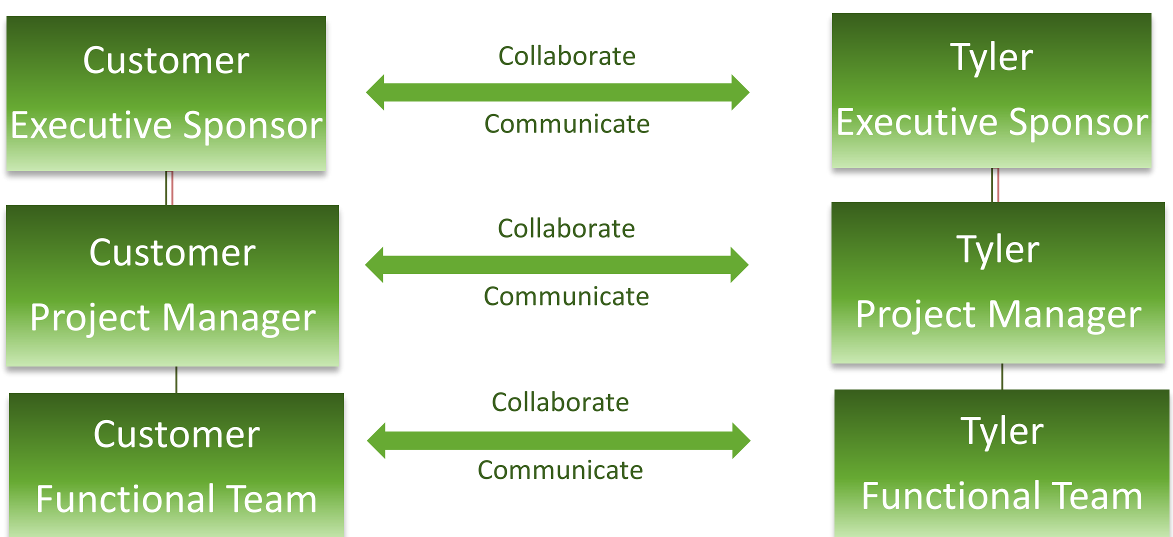
B.3 Project Decision Making Process

Decisions will be made at multiple organization levels at **Customer** and **Tyler** in order to deliver the desired project results. Many decisions need to be made during the project. Many people are involved in the project. If decision making is not appropriately defined, the risks increase that undesirable project outcomes could occur. In setting up the decision making process for the project, the following are desired:

1. It is desirable that decisions are made in a timely fashion and in accordance with the appropriate level of authority required to establish policies and procedures, to authorize/approve plans and resources, and/or to resolve issues.

2. It is desirable to enable decision-making authority to be granted to managers who are as close to the daily project activities as possible to avoid delays or bottlenecks yet to also attain quality results for the project.

Here are the decision-making levels at **Customer** and **Tyler**. If collaboration and communication between the individuals on the same level (in the hierarchy shown below) at **Customer** and **Tyler** fail to result in a timely decision or issue resolution as required to keep the project on track, then the individuals must escalate the decision or issue resolution one level up as shown below.



C. PROJECT RESPONSIBILITY & RISK SUMMARY

Tyler's objective for every project is to fulfill all contracted obligations successfully, on time and on budget.

In order to complete a successful project, both **Tyler** and **Customer** team must be engaged fully in the project and support is required in a number of areas. To aid in completing a successful project, the following responsibilities must be fulfilled and the risks must be mitigated.

C.1 Project Ownership and Success

1. Project ownership is shared between **Customer** and **Tyler** teams.
2. Executive sponsors from **Customer** team and **Tyler** need to collaborate to manage through strategic issues, help drive change management, and maintain consistent communication throughout the project.

C.2 Customer Executive Sponsor Responsibilities

1. Provide leadership and clear direction to **Customer** project team throughout the project.
2. Allocate sufficient and qualified resources to ensure a successful project.
3. Confirm achievement of all milestones and contract deliverables after each phase of the project.
4. Track progress and resolve issues during executive milestone reviews.
5. Ensure the assigned resources adhere to timeframes and schedules.
6. Partner with the **Tyler** Executive Sponsor to resolve any disputes that may arise.
7. Work as a team with **Tyler** to drive and promote change, and take advantage of best practices.

C.3 Managing Change within Customer Organization

1. **Customer** is responsible for managing change within their organization.
2. Limit the scope of changes that may delay implementation or increase the cost of the project.
3. Users will need consistent coaching and reassurance from the leadership team.
4. Team should expect to provide extra effort during the implementation period.
5. Users need to understand the differences and overall benefits of the new system.
6. Do not allow individual desires or agendas to overshadow the needs of the many.
7. **Customer** management needs to explain the differences and benefits of the new solution.
   a. Workflow may be slower at first, but there is more information and long-term organization value
   b. More data integration is available which contributes to the overall solution value

C.4 Provide a Stable Environment and Sufficient Infrastructure

1. Adhere to **Tyler** specifications for hardware, software and infrastructure.
2. Manage and maintain the necessary network bandwidth and stability.
3. Adhere to industry-standard practices when managing security, network and database resources.
4. Establish organization-wide policies and procedures to govern use of hardware, software and networks.

C.5 Tyler's Escalation Policy

1. **Customer** identifies an issue and categorizes it as a product, project or business issue.
2. **Customer** contacts the **Tyler** Project Manager and provides detailed documentation of the issue.
3. If **Tyler** Project Manager is unavailable, **Customer** contacts **Customer** Account Manager (Regional Territory Manager or **Customer** Care Representative assigned to **Customer)**.
4. If **Customer** is unable to resolve the issue or not satisfied with the issue resolution, **Customer** escalates to **Tyler** Executive Sponsor for the project.

C.6 Expectations for Project Implementation

1. Project execution will follow the **Tyler** Project Implementation Methodology as described in later sections of this SOW.
2. **Customer** and **Tyler** Project Managers shall identify key timeframes and requirements early in the project.
   a. Project start dates
   b. Milestone dates
   c. **Customer** blackout dates
   d. Non-standard contract deliverables required for go-live (generally delivered after go-live)
3. Resource scheduling will be planned and agreed to by both **Customer** and **Tyler**.
   a. Scheduled resource assignments will be held for a 90-day lock period
   b. Schedule changes within the lock period are costly, and can put the project plan at risk

C.7 Software & Warranty Expectations

1. Large-scale ERP software solutions typically have some open warranty issues
2. Software issues may arise as a normal part of any project implementation
3. Any issue with the software system should be documented using **Tyler**'s standard methodology
4. As with all projects, this is a partnership between **Customer** and **Tyler**, and the parties need to work together to quickly diagnose and resolve any potential issues

C.8 Top ERP Implementation Risks: What Can Endanger Project Success?

1. **Customer Senior Leadership Not Engaged**
   a. Without sustained executive support and leadership, project delays and failure may occur

2. **Increasing Project Scope**
   a. Changing or adding requirements mid-project may delay project and increase costs
   b. Delayed approvals on non-standard contract deliverables may delay project and increase costs
   c. Adding non-standard features increases the project complexity and risk of successful implementation. Simplifying the go-live requirements early in the project plan and minimizing requirements changes during project implementation mitigates risk

3. **Change Management**
   a. Failure to manage process change in **Customer** organization increases risk
   b. Effective communication is imperative during the entire implementation process

4. **Third Party Contract Deliverables**
   a. Document and obtain approvals on requirements involving third parties early in the project
   b. Set and manage expectations with all participants

5. **Environment, Infrastructure and System Administration**
   a. Adhere to **Tyler** specifications for hardware, software and infrastructure
   b. Manage and maintain the necessary network bandwidth requirements
   c. Managing **Customer** environment during and after the project requires one or more skilled system administrators to manage the technical resources

6. **Data Conversion**
   a. Only submit data to **Tyler** after thoroughly reviewing **Customer** data mappings
   b. Analyze all converted data closely, including controls, before resubmitting
   c. Continue to stress user review and accuracy

Customer and **Tyler** Executive Sponsors and Project Managers are expected to work with each other throughout the project to ensure mutual understanding of the responsibilities and risks described above, work together to ensure both parties fulfill their respective responsibilities and mitigate the risks to help ensure successful project completion.

D. PROJECT MANAGEMENT RESPONSIBILITIES

Tyler and **Customer** Project Managers will use the PIM to manage the implementation of the **Tyler** technology and to transition **Customer** from its existing technologies and operation to the technology provided and described in the **Agreement**. In addition to using the PIM, the following guidelines shall be followed:

1. Work will be performed at the **Customer's** location and **Tyler**'s project offices and will be performed on business days during **Customer's** normal business hours, except when both parties agree otherwise.
2. A project consists of the delivery, installation, configuration, testing and implementation and go-live of the licensed standard software that provides the functionality and operation described in the **Agreement**.
3. Additional work activities and software functionality not described in the **Agreement** and/or the SOW will be considered a change to a project and will be authorized by **Customer** using the Project Change Order document. Depending on the nature of the change, a cost adjustment may result which shall be managed according to the **Agreement**.
4. The **Customer** and **Tyler** expect and agree that the **Agreement** and/or SOW may be modified from time to time, especially after **Tyler** gains a more complete understanding of **Customer's** existing technologies, business practices and operations.
5. Training will take place during normal business hours, which is typically from 8:00 am - 5:00 pm, and will not exceed eight (8) hours per 24-hour period. Nonstandard training hours may be accommodated upon mutual **Agreement**. Training arrangements for observers may be made upon mutual **Agreement**.
6. **Customer** is responsible for the WAN/LAN infrastructure.
7. The operation and availability of the external systems or third party software is the responsibility of **Customer** and necessary for the success of the project.
8. **Customer** is responsible for maintaining in good working order the third party systems that it operates and that interface with **Tyler** New World ERP software as part of this project.
9. The **Tyler** Implementation teams must have access to all servers and workstations that are applicable to the project. This includes having a domain login with local administrative privileges to remove/install software, access to registries, the ability to set scheduled tasks and remote access to applicable desktops.

D.1 Tyler's Project Management Responsibilities

Detailed Project Management responsibilities are outlined in each step of the PIM. Overall, **Tyler** responsibilities include the following:

1. Managing the efforts of **Tyler**'s staff and coordinating **Tyler** activities with **Customer** Project Manager.
2. Providing project status reports to **Customer**.
3. Documenting, coordinating and managing the overall Implementation Plan (both summary and detail level) with the **Customer's** management and the **Customer** Project Manager.
4. Conducting a project review (kick-off) meeting at the **Customer's** location.
5. Managing the efforts of the **Tyler** staff and coordinating **Tyler**'s activities with the **Customer's** Project Manager.
6. Coordinating delivery of contracted services throughout the project.
7. Providing **Tyler** consultation with the **Customer** and its other vendors or third parties when necessary.
8. Maintaining a record of all project communications.
9. Conducting regular project review meetings with the **Customer's** Project Manager via telephone conference calls.
10. Preparing and submitting regular status reports to the **Customer** and to **Tyler** management.
11. Responding to issues if any rose by the **Customer's** Project Manager throughout the project.
12. Preparing and submitting project Change Orders to the **Customer's** Project Manager (or designee) as necessary and gaining **Tyler** and **Customer** approvals before implementing the requested changes.
13. Conducting a project close-out meeting at the **Customer's** location to conclude the project.

D.2 Customer's Project Management Responsibilities

Detailed Project Management responsibilities are outlined in each step of the PIM. Overall, **Customer** responsibilities include the following:

1. Assigning a competent Project Manager with authority to make project decisions and commitments on behalf of **Customer**, including:
    a. provide timely answers to **Tyler**'s requests for information
    b. coordinate a mutually agreeable implementation and training schedule
    c. have authority to sign for and obligate **Customer** to any matters relating to service requests, design documents, test documents and/or delivery and service schedules
    d. In situations where **Customer** participation is required, provide timely input for systems definition, detail design, and use of the software system
2. Managing the efforts of **Customer's** staff and coordinating **Customer** activities with the **Tyler** Project Manager.
3. Providing status reports to **Tyler** on **Customer** tasks.
4. Providing overall status reports to **Customer** managers and teams.
5. Maintaining project communications with the **Tyler** Project Manager.
6. Providing input to **Tyler** for creation of the regular status reports.
7. Ensuring that **Customer** personnel have ample time, resources and expertise to carry out their respective tasks and responsibilities.
8. Participating in the status gathering and sharing activities with the **Tyler** Project Manager as required for determining project status.
9. Providing responses to issues raised by the **Tyler** Project Manager in a timely manner.
10. Serving as liaison with all **Customer** provided third party vendors and associated systems.
11. Ensuring that acceptable Change Orders are approved in a timely fashion by authorized signature(s).
12. Providing workspace for **Tyler** personnel as reasonably requested.
13. Ensuring **Tyler** personnel have access to server and network equipment and work areas with pre-authorization for off-hours.
14. Ensuring timely payment of invoices.

D.3 Managing Project Scope – Use of Contract Addendums and Change Orders

During the course of this project, it may become necessary to make adjustments to the scope of the project. If such a situation arises, a formal process shall be used to document requests and solicit approvals to change the scope. Contract Addendums or Change Orders will be used to request and approve changes to project scope.

Changes to project scope include alterations, deletions, additions, deviations and omissions to the products and services identified in the **Agreement**. The standard method of documenting and executing a change to the **Agreement** are shown below:

- Software and Products – Contract Addendum
- Configuration, Consulting and Training Services – Change Order
- Data Conversions – Change Order
- Custom Interfaces – Change Order
- Third Party Products and Services – Contract Addendum
- The Statement of Work (SOW) – Change Order

Note that the terms and conditions governing this project are specified in the **Agreement** between the parties. In the event that statements in this New World ERP Statement of Work (SOW) conflict with the terms and conditions in the **Agreement** (including all of its Exhibits, Attachments and Addendums), the **Agreement** shall take precedence over this SOW.

Requests for changes that require Contract Addendums and/or Change Orders are typically initiated by **Customer**. However, the **Tyler** Project Manager may offer proposals to **Customer** Project Manager for consideration.

Customer approval of a **Tyler-**initiated Contract Addendum and/or Change Order will be indicated through execution (signature) of the Contract Addendum and/or Change Order documents by duly authorized **Customer** representatives before any additional work is performed.

D.4 Project Communication and Planning Tools

During the course of this project, it is necessary to communicate information between **Customer** and **Tyler** and vice versa. **Tyler** will provide project information to **Customer** in various formats appropriate to each type of information that is communicated. Key communication and planning tools to be used include:

Project Communication and Planning Tools
Project Plan • Project Tasks • Project Scheduling • Resource Assignments • Payment Milestones • Key Milestones • Contract Deliverables (Services and Software) • Gantt Chart
Project Management Workbook • Project Methodology Overview • Monthly Project Status Report • Project Schedule **Customer** Blackout Dates • Contact Information • Roles and Responsibilities • Communication Plan • Risk Management Plan • Action Items • Issues • Change Control Definition, Register and Forms • Pre Go-Live Readiness Checklist • Pre Go-Live Systems Assurance Readiness Checklist • Go-Live Checklist • Post Go-Live Checklist
Data Conversion Plan
Technical Services Plan
Requirements Definitions (Custom Enhancements, Custom Interfaces)
Pre-Trip Reports
Post-Trip Reports
Build Plans
Training Plans
Functional Test Checklist

Additional tools will be used by the Project Managers as appropriate to communicate activity specific information throughout the project.

D.5 Project Status Reports

During the course of this project, the **Tyler** Project Manager will prepare and provide to **Customer** monthly written status reports. In addition, regular status review meetings and/or conference calls will be used at the discretion of the Project Managers to further ensure appropriate status information is exchanged. These review meetings and calls will also be used to identify and/or resolve issues where possible, coordinate action items and schedule activities as appropriate.

Customer is responsible to provide **Tyler** with updated status regarding **Customer** tasks and activities. The Project Managers shall collaborate to determine the best format and process for communicating **Customer** status to **Tyler**.

In addition, the **Tyler** and **Customer** Executive Sponsors will meet periodically to review project status. The initial meeting will take place during project initiation. At that meeting, a schedule will be agreed upon for status meetings between the Executive Sponsors for the remainder of the project duration. **Customer** will host the meetings at their location and is responsible to attend as planned.

Communication between the senior managers at **Customer** and **Tyler** is essential to ensure project success and these meetings are a key activity to ensure project success.

D.6 Formal Customer Notifications

During the course of this project, it is necessary to formally notify **Customer** of completion of key events or fulfillment of key project obligations. The **Tyler** Project Manager will notify **Customer** in writing of the completion of these key events and obligations. The reasons for formal notification include:

1. Bring **Customer's** attention to the **Tyler** position that a key event has occurred or a key project obligation has been fulfilled.
2. Establish "for the record" that **Customer** has been notified.
3. Provide a specified time period for **Customer** to take exception or dispute the **Tyler** position, if so desired.
4. To bring clear closure for the project teams that key events did occur and fulfillment of key project obligations were made.

When notified by **Tyler**, **Customer** may:

1. Sign and return the notification as acknowledgement and approval of the completion of the key event or fulfillment of the key project obligation in a timely manner.

2. Provide written notice to **Tyler** within the specified time period (typically 15 days) that **Customer** does not agree that of the completion of the key event or fulfillment of the key project obligation occurred and why.

3. Do nothing within the specified time period (typically 15 days), in which case the completion of the key event or fulfillment of the key project obligation is deemed approved by **Customer**.

E. 5 PHASE PROJECT IMPLEMENTATION METHODOLOGY (PIM)

5 Phase Project Implementation Methodology (PIM)

Since its inception, **Tyler** has successfully completed thousands of implementation projects. **Tyler** has developed this standard project implementation methodology to be predictable, repeatable, lower risk and maximize project success. This standard approach is based upon a blend of Project Management Institute (PMI) Project Management Book of Knowledge (PMBOK) guidelines and knowledge obtained from years of successful **Tyler** project management activity deploying public sector solutions.

Projects are divided into five distinct phases during implementation:

1. **Initiation** – Engage project management, establish initial communication channels and begin planning.
2. **Planning** – Create and approve the Project Plan.
3. **Construction** – Execute the Project Plan to build, configure, test and review the system to verify system readiness.
4. **Transition** – Train users, perform data conversion (if required), execute go-live, complete Post Go-Live activities, finalize **Customer** application customizations, optimize implementations (if applicable) and complete final acceptance of the operating system.
5. **Closing** – Review and approve the project closure, disengage project management and formally transfer **Customer** to **Tyler** Account Management team.

Each phase consists of one or more steps. Each step includes:

1. **Tyler Responsibilities** – Tasks **Tyler** staff is responsible to complete.
2. **Customer Responsibilities** – Tasks **Customer** staff is responsible to complete.
3. **Product and Service Deliverables –**– Contract items that are delivered during the step.
4. **Key Milestones** – Events that are key to monitoring the status and health of the project.
5. **Completion Criteria -** requirements in order to consider the step complete.

The Phases, Steps, Milestones, Product and Service Deliverables, and Work Breakdown Structure (WBS) that comprise the PIM are summarized in the matrix on the following pages. Each step and project deliverable are described in detail in the sections following this matrix. Although the PIM steps are shown in diagrams as sequential, steps will overlap based on individual project needs and circumstances.

Also note, the Phases, Steps, Milestones, Product and Service Deliverables, and WBS are embedded in the Project Plan template, which is used in conjunction with this methodology.

Note, the Construction Phase (Steps 5 and 6) and the Transition Phase (Steps 7 through 9) are repeated for each application if the project contains staged go-live events.

E.1 Milestone Summary

These are the payment milestones specified for this project per the **Agreement** terms and conditions along with the Key Project Milestones that will be used to help monitor project status.

Phases	Steps		Key Project Milestones
Initiation	**1 -**	**Conduct Start-up Activity**	Execute Customer Agreement
Planning	**2 -**	**Plan the Project**	Complete Executive Summary Project Plan Draft Project Plan
	3 -	**Approve the Project Plan**	Approve Project Plan
Construction	**4 -**	**Install the Standard Solution**	Deliver Technical Services Specification Document
	5 -	**Build Out Standard Solution**	Complete Build of Configuration for Functional Test
	6 -	**Validate Configuration**	Approve Final Configuration for Training and Go-Live
Transition	**7 -**	**Conduct End User Training**	Complete Pre-Go-Live User Training
	8 -	**Conduct Go-Live**	Go-Live
	9 -	**Complete and Implement Remaining Deliverables**	Complete Development and Implementation of Remaining Deliverables
Closing	**10 -**	**Close the Project**	Project Complete

E.2 Formal Notifications Summary

Certain communications are so important during the course of a project they cannot be left to verbal conversation or email messages alone. Formal notifications will be used to help manage expectations, ensure senior managers are informed, cause **Customer** and **Tyler** decisions to be made in a timely fashion, and help the Project Managers adhere to project timelines.

Here are the required formal notifications that the **Tyler** Project Manager will use in managing this implementation project.

Phases		Steps	Formal Communications
			Customer Notifications
Initiation	1 -	**Conduct Start-up Activity**	Notification that Payment Milestone is Complete – Deliver Licensed Standard Software Notification of Start of Warranty Period
Planning	2 -	**Plan the Project**	Notification that Milestone is Complete - Complete Executive Summary Project Plan
	3 -	**Approve the Project Plan**	Notification that Payment Milestone is Complete – Approve Project Plan
Construction	4 -	**Install the Standard Solution**	Notification that Payment Milestone is Complete – Deliver Technical Services Specification Document Notification that Project Deliverable is Complete – Deliver 3rd Party Hardware; Deliver 3rd Party Software
	5 -	**Build Out Standard Solution**	Notification that Project Deliverable is Complete – Deliver Licensed Custom Software Enhancements – Deliver Licensed Custom Interfaces Notification that Milestone is Complete - Complete Build Out of Configuration for Functional Test
	6 -	**Validate Configuration**	Notification of Data Conversion Pre-Go-Live Approval Notification that Milestone is Complete – Approve Final Configuration for Training and Go-Live
Transition	7 -	**Conduct End User Training**	Notification that Payment Milestone is Complete – Complete Pre-Go-Live User Training
	8 -	**Conduct Go-Live**	Notification of Data Conversion Pre-Go-Live Approval Notification that Payment Milestone is Complete – Go-Live
	9 -	**Complete and Implement Remaining Deliverables**	Notification that Milestone is Complete – Complete Development and Implementation of Remaining Deliverables Notification that Project Deliverable is Complete – Deliver Remaining Licensed Standard Software – Deliver Remaining Licensed Custom Software Enhancements – Deliver Remaining Licensed Custom Interfaces
Closing	10 -	**Close the Project**	Notification that Milestone is Complete – Close Project

E.3 Work Breakdown Structure (WBS)

Shown on the following page is the Work Breakdown Structure for this implementation project.

Logos Project Implementation Methodology (PIM)
Work Breakdown Structure (WBS)

INITIATION Phase

STEP 1: Conduct Start-up Activity
- A. Deliver Licensed Software
- B. Complete Start-Up Communication

PLANNING Phase

STEP 2: Plan the Project
- A. Perform Discovery
- B. Establish Executive Relationship & Expectations
- C. Establish Project Methods, Acceptance Criteria & Governance
- D. Plan Implementation Activities
- E. Draft the Project Plan
- F. Draft the Technical Services Configuration Plan
- G. Draft the Data Conversion Plan
- H. Draft the Requirements Definitions (RDs) (for additional custom software or modifications)
- I. Provide Functional Specification Review (if service is contracted)

STEP 3: Approve the Project Plan
- A. Present Project Plan
- B. Review & Approve Project Plan
- C. Review & Approve Supporting Plans

CONSTRUCTION Phase

STEP 4: Install the Standard Solution
- Install the Standard Solution

STEP 5: Build Out Standard Solution
- A. Provide Integration Overview
- B. Build Out the Applications
- C. Perform Initial Data Conversion Development & Testing
- D. Complete Pre-Go-Live Custom Software Enhancements (if any)
- E. Finalize Build

STEP 6: Validate Configuration
- A. Conduct Parallel Test
- B. Conduct Functional Test
- C. Update Configuration Settings & Workflows
- D. Perform Final Data Conversion Test Run & Final Testing
- E. Confirm Ready for Transition Phase

TRANSITION Phase

STEP 7: Conduct End User Training
- A. Train the Trainers
- B. Train the End Users

STEP 8: Go-Live
- A. Execute Go-Live Preparation
- B. Perform Go-Live Data Conversion
- C. Go-Live

STEP 9: Complete Remaining Deliverables
- A. Perform Post Go-Live Data Conversion
- B. Complete Post Go-Live Custom Enhancements (if any)
- C. Provide Post Live Training and Support
- D. Conduct Reliability Test (if specified in Customer Agreement)
- E. Complete Decision Support Software (DSS) Setup & Training (if required)

CLOSING Phase

STEP 10: Close the Project
- A. Verify All Contract Items Delivered & Payments are Collected
- B. Transition from Project Team to Account Team & Close Project

Repeat Steps 5 - 9 for each stage of a multi-stage Go-Live

Using this WBS, a typical Microsoft Project Plan for an implementation project that includes the full Logos.NET Product Suite will contain 400-500 individual tasks

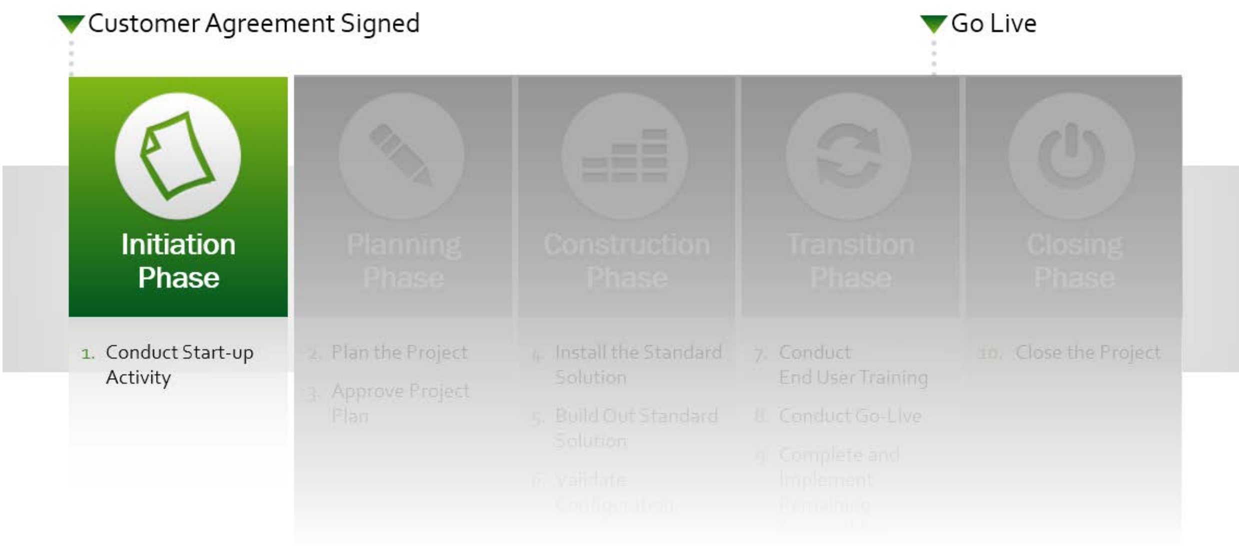
Within each WBS step above, there are a number of assigned responsibilities* as follows:

Step:	1	2	3	4	5	6	7	8	9	10	Total
New World	6	31	11	9	18	12	8	9	12	5	121
Customer	6	20	8	7	24	15	12	9	22	3	126
Total	12	51	19	16	42	27	20	18	34	8	247

Repeat Steps 5 - 9 for each stage of a multi-stage Go-Live

** Each assigned responsibility is specified in the Customer Statement of Work (SOW)*

E.4 Initiation Phase



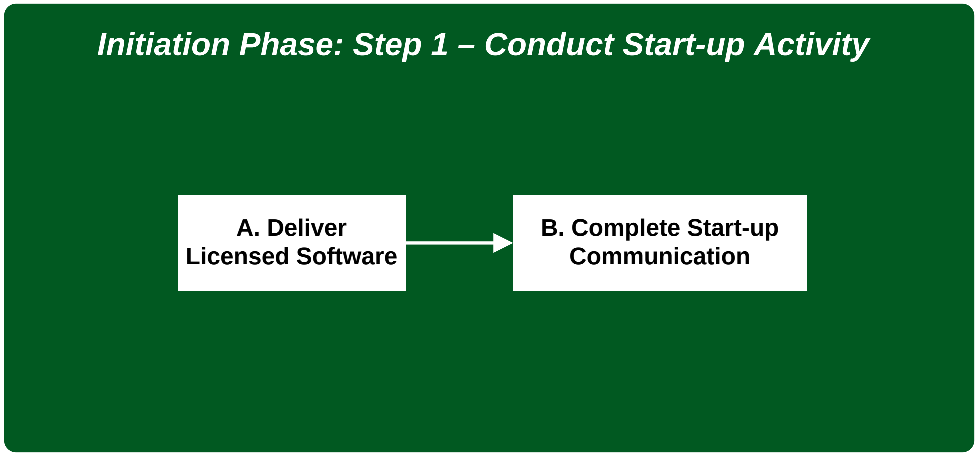
Purpose: Deliver standard licensed software, engage project management, establish initial communication channels and begin planning.

Description of Phase: The Initiation Phase initiates with the **Agreement** being signed by both parties. This phase consists of one step:

- Step 1: Conduct Start-up Activities

Tyler will deliver the standard licensed software. Also, the initial communication takes place between **Tyler** and the **Customer**, the Project Managers are assigned and the **Tyler** Sales representative initiates the formal transition of the project to the **Tyler** Operations team. The Operations team (when completely formed) includes Executive Sponsorship, Project Management and Professional Services Application Specialists.

E.4.1 Step 1: Conduct Start-up Activities



Step 1A - Deliver Licensed Software

Overview: When the **Agreement** is signed, **Tyler** will deliver to **Customer** the standard licensed software in the **Agreement**. This delivery excludes any custom software enhancements or custom interfaces (which will be delivered later in the project once completed).

Responsibilities	
Tyler	**Customer**
1. Deliver the standard licensed software electronically by either shipping DVDs containing the software, or posting the software to the **Tyler Customer** Portal for download. 2. If posted to a **Tyler Customer** Portal for download, **Tyler** will notify **Customer** the software is available and is considered "delivered."	1. Receive the DVDs containing the standard licensed software shipped, or 2. Download the standard licensed software from the **Tyler Customer** Portal.

Product and Service Deliverables	
Products	**Services**
1. Licensed Standard Software	None

Milestones
1. Execute **Agreement** 2. Deliver Licensed Standard Software

Formal Notifications
1. Notification of Delivery of Licensed Standard Software 2.

Completion Criteria: This step shall be complete upon delivery of the standard licensed software.

Step 1B - Complete Start-Up Communication

Overview: The **Tyler** Project Manager will complete one or more conference calls with **Customer**. The objectives for this communication are:

1. Describe key teams/groups and identify their roles and responsibilities during the project.
2. Discuss expectations of **Customer** and **Tyler**.
    a. Notify **Customer** their senior leadership will be required for executive project reviews and signing approval documents.
    b. Discuss Project timeframes
3. Discuss Account Management Planning meeting agenda and objectives.
4. Review Account Management slide deck, adjust as necessary.
5. Set date for onsite Account Management Planning meeting and discuss site preparation.
6. Discuss keys to project success.
7. Request topology diagram of **Customer's** network.

Responsibilities	
Tyler	**Customer**
1. Schedule **Tyler** staff to participate in the start-up call(s). 2. Clearly define the objectives for each of the start-up call(s). 3. Request topology diagram of the **Customer's** network. 4. Request a copy of **Customer's** Organization Chart. 5. Review **Customer** Competency Matrix. 6. Complete Internal Contract Review	1. Schedule **Customer** resources to participate in the start-up call(s). 2. Participate in the call and discuss agenda items during the start-up call(s). 3. Provide the topology diagram of the **Customer's** network. 4. Provide a copy of the **Customer's** Organization Chart.

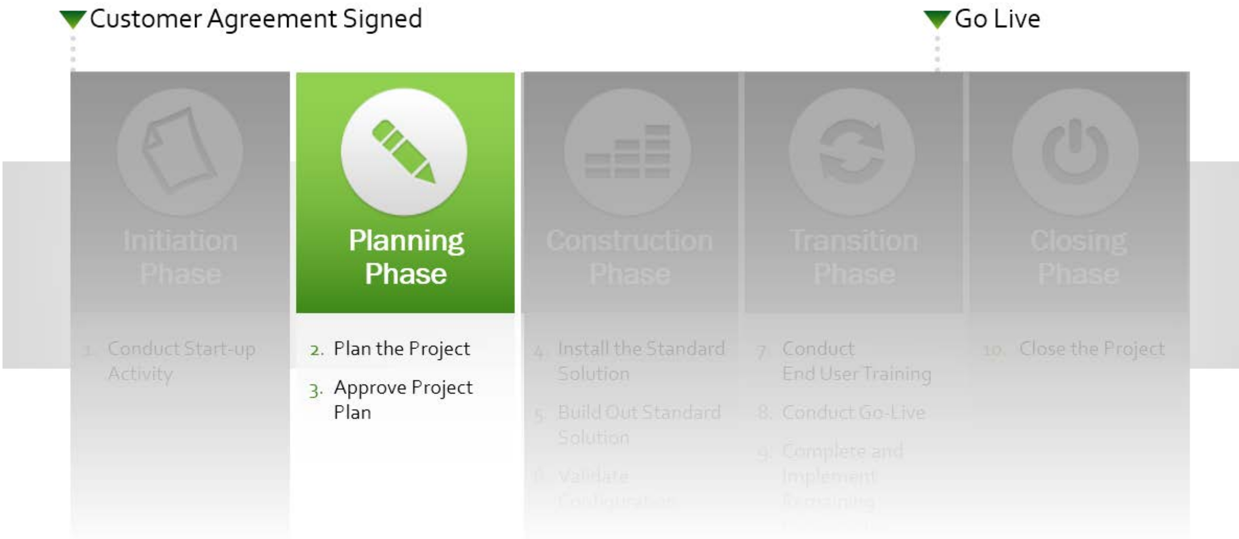
Product and Service Deliverables	
Products	**Services**
None	None

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete at the conclusion of the Start-Up Conference Call(s).

E.5 Planning Phase



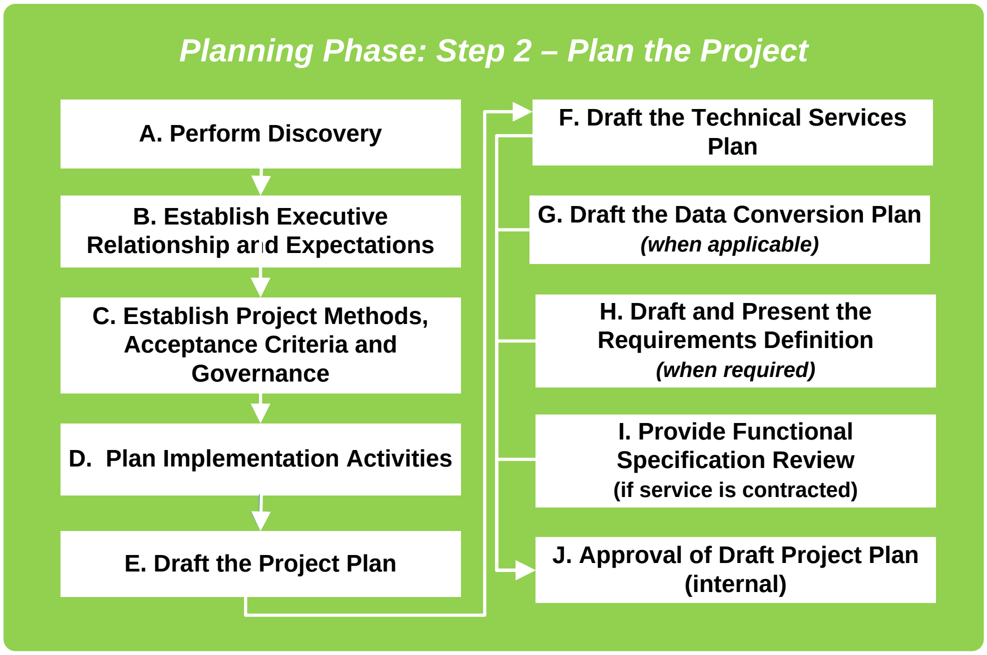
Purpose: Create and approve the Project Plan.

Description of Phase: The Planning Phase consists of two steps:

- Step 2: Plan the Project
- Step 3: Approve the Project Plan

During this Phase, the **Tyler** and **Customer** Project Managers organize the project, establish project teams, confirm requirements, develop the Executive Summary Project Plan, develop the Project Plan, develop the Data Conversion Plan, establish acceptance criteria and obtain senior management approval for these plans.

E.5.1 Step 2: Plan the Project



Step 2A – Perform Discovery

Overview: Tyler and **Customer** Project Managers will review **Customer's** business practices, environment and workflow. Key events include:

1. In-depth review of **Customer** operations and policies to establish an understanding of **Customer's** environment.
2. Review of contracted Requirements Documents (RDs) for Custom Software Enhancements and/or Custom Interfaces.

Key participants include:

1. New Account Sales or **Customer** Care Account Manager
2. **Tyler** Project Manager
3. **Tyler** Application Specialists
4. **Customer** Project Manager
5. **Customer Subject Matter Experts (**SMEs)

Responsibilities	
Tyler	**Customer**
1. Review **Customer** workflow requirements as described above. 2. Document workflows and requirements reviewed. 3. Review any and all documents detailing discovery activity completed during the sales process including: a. Discovery Document (Demonstration Team) b. Best Process Review (Demonstration Team) c. Turnover Document	1. Coordinate with **Customer** participants to be available as necessary including supervisors, SMEs and others to discuss all licensed applications, modules and functions.

Product and Service Deliverables	
Products	**Services**
1. Write up of Discovery Findings	None

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon review of **Customer** 's operations, workflows and policies.

Step 2B - Establish Executive Relationship and Expectations

Overview: The assigned **Tyler** Executive Sponsor will meet with **Customer** Senior Manager(s) to establish a business relationship between **Tyler** and **Customer** executives. During this meeting, these key topics will be reviewed:

1. Executive overview with Executive Management and identification of **Customer** Executive Sponsor(s).
2. Review of project scope (**Agreement**, project implementation methodology) with **Customer** Senior Management.
3. Discuss initial Project Schedule and resource management policy.
4. Presentation of the overall implementation strategy, roles, responsibilities and keys to project success.

Key participants include:

1. Senior/Executive Sponsor
2. General Manager of Professional Services
3. New Account Sales or **Customer** Care Account Manager
4. **Tyler** Project Manager
5. **Customer** Senior Management/Executive Sponsor
6. **Customer** Project Manager

This meeting is commonly referred to as the Executive Sponsor Meeting.

Responsibilities	
Tyler	**Customer**
Executive Sponsor will meet with **Customer** senior managers to discuss topics listed above. Once complete, the Executive Sponsor (and/or designee) will document and distribute the information to the appropriate members of the project teams. The **Tyler** Executive Sponsor responsibilities include: 1. Review summary of project 2. Establish framework for future senior manager meeting agendas and schedule, roles and responsibilities of **Tyler** and **Customer** senior managers 3. Discuss **Customer** initial senior input for Project Schedule	1. Schedule appropriate senior managers participate in the meeting. 2. Reach Agreement with **Tyler** on senior management status reporting, meeting agendas and schedules. 3. Accept responsibility for prescribed expectations of **Customer** senior management team.

Product and Service Deliverables	
Products	**Services**
1. Implementation Overview Presentation	None

Milestones
1. Complete Executive Summary Project Plan

Formal Notifications
1. Project Deliverable Completion Notification – Complete Executive Summary Project Plan

Completion Criteria: This step shall be complete upon completion of the initial Executive Summary meeting.

Step 2C - Establish Project Methods, Acceptance Criteria and Governance

Overview: The assigned **Tyler** Project Manager will coordinate a series of onsite meetings with key **Customer** staff associated with project planning, development and implementation. In this series of meetings, **Tyler** and **Customer** will establish project methods, acceptance criteria and governance.

Key topics include:

1. Review of project scope (**Agreement**, project implementation methodology) with **Customer** project management.
2. Discuss initial Project Schedule and resource management policy.
3. Presentation of the overall implementation strategy, roles, responsibilities and keys to project success.
4. Presentation of the overall implementation strategy, roles, responsibilities and keys to project success.

Key participants include:
1. General Manager of Professional Services
2. New Account Sales or **Customer** Care Account Manager
3. **Tyler** Project Manager
4. **Customer** Project Manager
5. **Customer** project planning staff as appropriate

These meetings are commonly called the Account Management Planning meetings.

<table>
<tr><th colspan="2">Responsibilities</th></tr>
<tr><th>Tyler</th><th>Customer</th></tr>
<tr><td>Project Manager will meet with Customer staff to discuss topics listed above. Once complete, the Project Manager (and/or designee) will document and distribute the information to the appropriate members of the project teams. The Tyler Project Manager responsibilities include:

1. Review project methodology
2. Establish framework for account management, roles and responsibilities of Tyler and Customer
3. Establish initial Project Management Workbook (PMW) with Customer:
a. Roles and Responsibilities
b. Communication Plan
c. Risk Management Plan
d. Initial issues/concerns
4. Discuss Customer initial input for Project Schedule

Once compiled, documents will be provided to Customer for review.</td><td>1. Discuss with Tyler and help outline a document describing the project methods, acceptance criteria and governance topics.
2. Provide written list of any specific issues found by Customer with the project documentation prepared through this process.
3. Reach agreement with Tyler on adjusting documents to reflect issues identified.</td></tr>
</table>

<table>
<tr><th colspan="2">Product and Service Deliverables</th></tr>
<tr><th>Products</th><th>Services</th></tr>
<tr><td>1. Initial Project Management Workbook</td><td>None</td></tr>
</table>

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon delivery of the initial Project Management Workbook documents to **Customer**.

Step 2D – Plan Implementation Activities

Overview: The assigned **Tyler** Project Manager will coordinate a series of internal meetings with key **Tyler** staff associated with project planning, development and implementation. In this series of meetings, **Tyler** will refine project methods, scope and requirements for functional teams who will provide project deliverables.

Key topics include:

1. Review of project scope (**Customer** Agreement, project implementation methodology, Discovery Review)
2. Discuss initial Project Schedule and resource assignments

Key participants include:

1. **Tyler** Executive Management
2. New Account Sales or **Customer** Care Account Manager
3. **Tyler** Project Manager
4. **Tyler** Functional Team Managers

Responsibilities	
Tyler	**Customer**
Project Manager will meet with **Tyler** staff to review information documented during *Perform Discovery* and **Customer** meetings to *Establish Project Methods, Acceptance Criteria and Governance* activities. The **Tyler** Project Manager responsibilities include: 1. Provide functional managers with a refined scope of project, **Customer**'s project expectations and project information. 2. Review any required or possible future changes to the contract. 3. Develop an overall implementation strategy to meet the **Customer**s' needs by identifying: a. Schedule b. Resource assignment c. Work assignments d. Project workflow 4. Complete executive project requirements review 5. Complete second Internal Contract Review	None

Product and Service Deliverables	
Products	**Services**
1. Draft Project Plan and Gantt Chart	None

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon presentation to **Customer** of the draft Project Plan.

Step 2E - Draft the Project Plan

Overview: In parallel to the *Establish Executive Relationship and Expectations* step above, the assigned **Tyler** and **Customer** Project Managers will review of **Customer's** business practices, environment and workflow to examine the fit into the **Tyler** software product. Following this assessment, **Tyler** and **Customer** will create the initial draft of the Project Plan. Key topics include:

1. High level review of **Customer** workflows and policies to establish the foundation to facilitate discussions related to a proposed timeline, custom requirements and an initial training schedule.
2. Address go-live requirement for custom interfaces, custom software modules and/or data conversions.
3. Development of the initial draft of Project the Plan.

The initial draft of the Project Plan can be a full Microsoft Project Plan or it can be the Project Schedule from the PMW. At this time, the draft plan is based on the future availability of **Tyler** and **Customer** resources, the successful completion of project tasks over time, and the mitigation of potential project delays. It is a baseline project plan that may require alterations due to changes in the project as the plan is executed.

Key participants include:
1. Senior/Executive Sponsor
2. General Manager of Professional Services
3. New Account Sales or **Customer** Care Account Manager
4. **Tyler** Project Manager
5. **Customer** Senior Management/Executive Sponsor
6. **Customer** Project Manager
7. **Customer Subject Matter Experts (**SMEs)

Responsibilities	
Tyler	**Customer**
1. Review **Customer** workflow requirements. 2. Document the workflows and requirements reviewed. 3. Distribute the documents to the appropriate members of project team. 4. Develop initial draft of Project Plan.	1. Identify any **Customer** schedule dependencies, constraints, conflicts and requirements. 2. Work with **Tyler** Project Manager on developing the initial draft of the Project Plan. 3. Provide written list of any specific issues found by **Customer** with the project documentation prepared through this process.

Product and Service Deliverables	
Products	**Services**
None	1. Draft the initial Project Management Workbook 2. Draft the Project Plan

Milestones
1. Draft Project Plan

Formal Notifications
None

Completion Criteria: This step shall be complete upon presentation to **Customer** of the draft Project Plan.

Step 2F - Draft the Technical Services Configuration Plan

Overview: In parallel to the *Establish Project Methods, Acceptance Criteria and Governance* and *Draft the Project Plan* steps above, the Technical Services team will work with the Project Manager to coordinate and facilitate a set of conference calls with **Customer** to address the Technical Services activities required to deploy application servers and software at **Customer** location. The key objective of the conference calls is to ensure all parties understand what is required for each component the Technical Services team will deploy, infrastructure requirements for deployment and environmental factors that could affect deployment.

Responsibilities	
Tyler	**Customer**
1. Technical Service Lead facilitates conference call with **Customer** and **Tyler** technical resources to address the initial Technical Services planning and analysis. 2. Document **Customer** site technical information. 3. Develop a Technical Services Plan (incorporated within the Project Plan) detailing the tasks required to execute the Technical Services activities for deployment (Technical System Stet-up, Mobile Messaging Installation and Field Reporting Deployment).	1. Identify any **Customer** schedule dependencies, constraints, conflicts and requirements. 2. Work with **Tyler** Project Manager on developing the initial draft of the Technical Services Plan.

Product and Service Deliverables	
Products	**Services**
None	1. Draft Technical Services Configuration Plan

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be completed upon creation of the draft Technical Services Plan.

Step 2G - Draft the Data Conversion Plan (*if purchased*)

Overview*:* In parallel to the *Establish Project Methods, Acceptance Criteria and Governance* and *Draft the Project Plan* step, **Tyler** will provide conversion assistance to **Customer** to help convert the existing data files defined in the **Agreement**. If additional files are identified after the execution of the **Agreement**, estimates will be provided to **Customer** prior to **Tyler** beginning work on those newly identified files.

Based on the **Agreement**, **Customer** and **Tyler** will conduct the data conversion and migration. **Tyler** will analyze **Customer** source data, develop and deliver a Data Conversion/Migration Plan. This conversion effort includes data coming from one unique database or source, not multiple sources. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records or editing must take place by **Customer** prior to providing the data to **Tyler**.

A data conversion analysis and assessment to verify the scope of effort for the project will be conducted onsite at **Customer** location. **Customer** will be responsible for actual travel expenses for this trip.

The scope specification shall include identification of **Customer** files to be converted, the number of records to be converted and the number of data drops provided to **Customer.** The standard number of data drops is three (3) test and 1 (one) final production data drop.

Should **Customer** require a change in scope, a revised cost estimate for the data conversion may be provided at the conclusion of the assessment. **Customer** may elect to cancel or proceed with the conversion effort based on the revised estimate.

Responsibilities	
Tyler	**Customer**
1. Data Conversion Lead facilitates conference call with the **Customer** and **Tyler** participants to address the data conversion process and initial requirements. 2. Document **Customer's** preliminary conversion requirements. 3. Develop a Data Conversion Plan (incorporated within the Project Plan) detailing the tasks required to execute the data conversion activities. 4. Distribute and explain the Data File Conversion Implementation Guide.	1. **Customer** will provide data in standard conversion record layouts as required by **Tyler** with an accurate count of records contained in the files. 2. Appoint key contact regarding delivery and loading of conversion data. 3. As provided in the project plan for conversions, **Customer** will provide a dedicated resource in each application area to focus on conversion mapping and testing.

Product and Service Deliverables	
Products	**Services**
1. Data Conversion Implementation Guide	1. Draft Data Conversion Plan

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon creation of the draft Data Conversion Plan.

Step 2H – Draft Requirements Definitions (RDs) (for additonal custom software or modifications)

Overview: In parallel to the *Establish Project Methods, Acceptance Criteria and Governance* and *Draft the Project Plan* steps above, the **Tyler** Project Manager will coordinate a series of discussions with key **Customer** SMEs associated with requested scope changes/additions to the contracted Custom Software Enhancements and/or Custom Interfaces. Working with **Customer, Tyler** will develop the additional Requirements Definition (RDs) to support contract changes associated with the additional development activity.

Responsibilities	
Tyler	**Customer**
1. The Project Manager will meet onsite or via conference calls with **Customer** staff and review requirements for additional Custom Software Enhancements and/or Custom Interface development. 2. Once the process of requirements definition gathering is complete, the Project Manager working with **Customer** will review the draft Requirements Definition documents and distribute them to the appropriate members of the Project Team for validation. 3. Submit approved Requirements Definitions to **Tyler** Sales Administration team to generate a contract addendum to add the additional RDs to the scope of the project.	1. Meet with **Tyler** Project Manager and review requirements for additional Custom Software Enhancements and/or Custom Interfaces. 2. Review and validate the draft Requirements Definitions (RDs) as documented. 3. Provide written list of any specific issues found by **Customer** with the Requirements Definitions prepared through this process.

Product and Service Deliverables	
Products	**Services**
1. Draft Requirements Definition Documents (RD's)	1.

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon delivery of the draft Requirements Definition Documents.

Step 2I - Provide Functional Specification Review (*if service is contracted*)

Overview: The **Tyler** Project Manager will meet onsite with **Customer** and review the functional specifications for the licensed software, if service is contracted.

Responsibilities	
Tyler	**Customer**
1. The Project Manager and an appropriate number of **Tyler** Application Specialists, working with **Customer**, will review the functional specifications for the licensed software (typically functional specifications are attached in the **Agreement** from the **Tyler** Response to **Customer** RFP) if review services are purchased. 2. Approve validation of the functional specifications on behalf of **Tyler.** (if applicable)	1. **Customer** working with **Tyler** Project Manager and SMEs will review the functional specifications for the licensed software (typically attached in the **Agreement** from the **Tyler** Response to **Customer** RFP) if review services are purchased. 2. Approve validation of the functional specifications on behalf of **Customer.** (if applicable)

Product and Service Deliverables	
Products	**Services**
None	1. Provide Functional Specification Review (if service is contracted)

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon completion of the onsite review meeting(s) of the functional specifications.

Step 2J – Approval of Draft Project Plan (internal)

Overview: The last activity in the Plan the Project step of the implementation is internal **Tyler** management approval of the draft project plan for presentation to the **Customer**. Management approval is an acknowledgement of project plan variance, acceptance of the planned deployment strategy for the project and an endorsement of the proposed schedule of events for execution of the plan.

One major goal of the approval process is to acknowledge project variances during the project planning process and document a plan to address these variances before any detailed project plan is presented to the **Customer**.

By obtaining management approval to present a draft project plan to the **Customer**, **Tyler** provides project managers with acknowledgment of plan variance and the corporation's commitment to executing the approved draft project plan.

Key participants include:

1. Senior/Executive Sponsor
2. Director of Professional Services
3. **Tyler** Project Manager

Responsibilities	
Tyler	**Customer**
1. Review Project Plan with **Tyler** management to confirm the selected project deployment strategy is in-line with stakeholder's understanding of **Customer**'s needs and requirements. 2. Identify and address variances between project plan and **Customer**'s contract requirements. 3. Obtain **Tyler** management approval to present project plan to **Customer**.	None

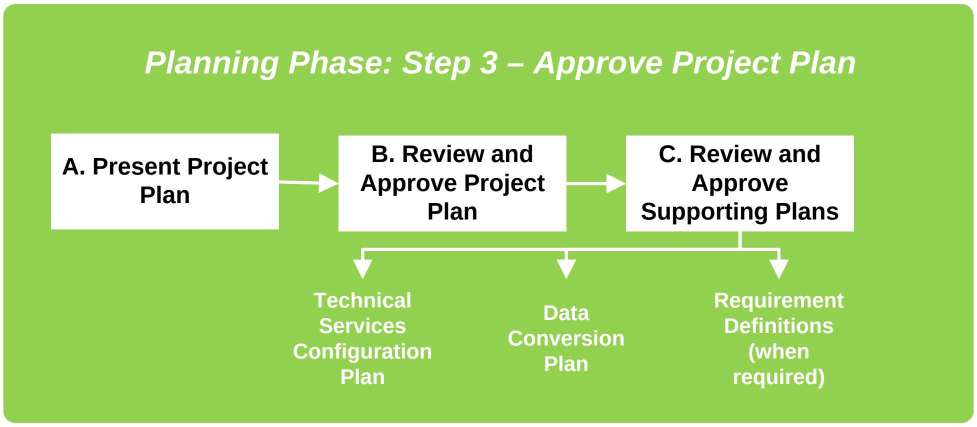
Product and Service Deliverables	
Products	**Services**
None	None

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon **Tyler** management team's approval of the draft project plan and a meeting date for presentation of the plan has been scheduled.

E.5.2 Step 3: Approve the Project Plan



Step 3A – Present Project Plan

Overview: The initial draft of the Project Plan can be either the Microsoft Project Plan or it can be the Project Schedule from the PMW. At this time, the draft plan is based on the future availability of **Tyler** and **Customer** resources, the successful completion of project tasks over time, and the mitigation of potential project delays. It is a baseline project plan that may require alterations due to changes in the project as the plan is executed.

Key participants include:

1. Senior/Executive Sponsor
2. General Manager of Professional Services
3. New Account Sales or **Customer** Care Account Manager
4. **Tyler** Project Manager
5. **Customer** Senior Management/Executive Sponsor
6. **Customer** Project Manager

Responsibilities	
Tyler	**Customer**
1. Review draft Project Plan with **Customer**. 2. Ensure there is a clear alignment of the Project Plan and the Supporting Plans (Technical Services Configuration Plan, Data Conversion Plan and Requirements Definitions for custom software/interfaces) to the implementation of the	1. Review draft Project Plan with **Tyler**. 2. Provide written list of any specific issues found by **Customer** with the project documentation prepared through this process.

standard application solution in the **Customer**'s live environment. 3. Distribute the documents to the appropriate members of project team.	

Product and Service Deliverables	
Products	**Services**
1. Project Plan	1. Present draft Project Plan

Milestones
1. Present draft Project Plan

Formal Notifications
None

Completion Criteria: This step shall be complete upon the presentation of the draft Project Plan to **Customer**.

Step 3B – Review and Approve the Project Plan

Overview: The objective of this step is to approve the Project Plan based upon the planning completed in reviewing **Customer** work processes discovered during the *Establish Project Methods, Acceptance Criteria and Governance* steps above. The resulting document defines the specific project tasks, timelines for completion and ownership of each activity throughout the remainder of the project.

The approved project plan can be the Project Plan or it can be the Project Schedule from the PMW as drafted during the *Draft and Present Project Plan* step above. At the time of approval, the plan is based on the future availability of resources, the successful completion of project tasks over time and the mitigation of potential project delays. It is a baseline project plan that may require alterations due to changes in the plan as the project is completed.

<table>
<tr><th colspan="2">Responsibilities</th></tr>
<tr><th>Tyler</th><th>Customer</th></tr>
<tr><td>1. Ensure there is a clear alignment of the Project Plan and the Supporting Plans (Systems Assurance Configuration Plan, Data Conversion Plan and Requirements Definitions for custom software/interfaces) to the implementation of the standard application solution in Customer's live environment.
2. Review resources confirmed in the project schedule. Ensure Tyler resources can be locked into the schedule with sufficient notification of assignment prior to deployment of service deliveries.
3. Review the draft Project Plan with Customer staff.
4. Approve the Project Plan on behalf of Tyler.
5. Upon mutual approval of the Project Plan, establish the document as the baseline for the project. If there are no deficiencies communicated, the Plan shall be deemed accepted at the expiration of the fifteen (15) days.</td><td>1. Review the draft Project Plan.
2. Document any specific deficiencies found with the Plan and provide to Tyler within fifteen (15) days of receipt.
3. Approve the Project Plan on behalf of Customer, by either:
a. Signing off on the draft Project Plan by Customer Project Manager and Executive Manager, or
b. Providing no response to Tyler within fifteen (15) days of receipt of the draft Project Plan, in which case the plan is deemed approved</td></tr>
</table>

Product and Service Deliverables	
Products	**Services**
None	1. Finalize the Project Plan

Milestones
1. Approve Project Plan

Formal Notifications
1. Project Deliverable Completion Notification – Approve Project Plan

The *Approve Project Plan* step must be completed prior to executing any activities outlined in the *Build Out the Standard Solution* step below.

Completion Criteria: This step shall be complete upon conclusion of the fifteen (15) day period or **Customer's** acceptance of the plan, whichever occurs first.

Step 3C – Review and Approve Supporting Plans

Overview: The objective of this task is to approve the Supporting Plans: Technical Services Configuration Plan, Data Conversion Plan and Requirements Definitions.

Responsibilities	
Tyler	**Customer**
1. Ensure there is a clear alignment of the Project Plan and the Supporting Plans (Technical Services Configuration Plan, Data Conversion Plan and Requirements Definitions (for additional custom software or modifications) to the implementation of the standard application solution in the **Customer's** live environment. 2. Review the draft supporting plans with **Customer** staff. 3. Approve the Supporting Plans on behalf of **Tyler.**	1. Review the draft supporting plans. 2. Document any specific deficiencies found with the Supporting Plans and provide to **Tyler** within fifteen (15) days of receipt. 3. Approve the Supporting Plans on behalf of **Customer**, by either: a. Signing off on the Supporting Plans by **Customer** Project Manager and Executive Manager, or b. Providing no response to **Tyler** within fifteen (15) days of receipt of the Plans, in which case the plan is deemed approved

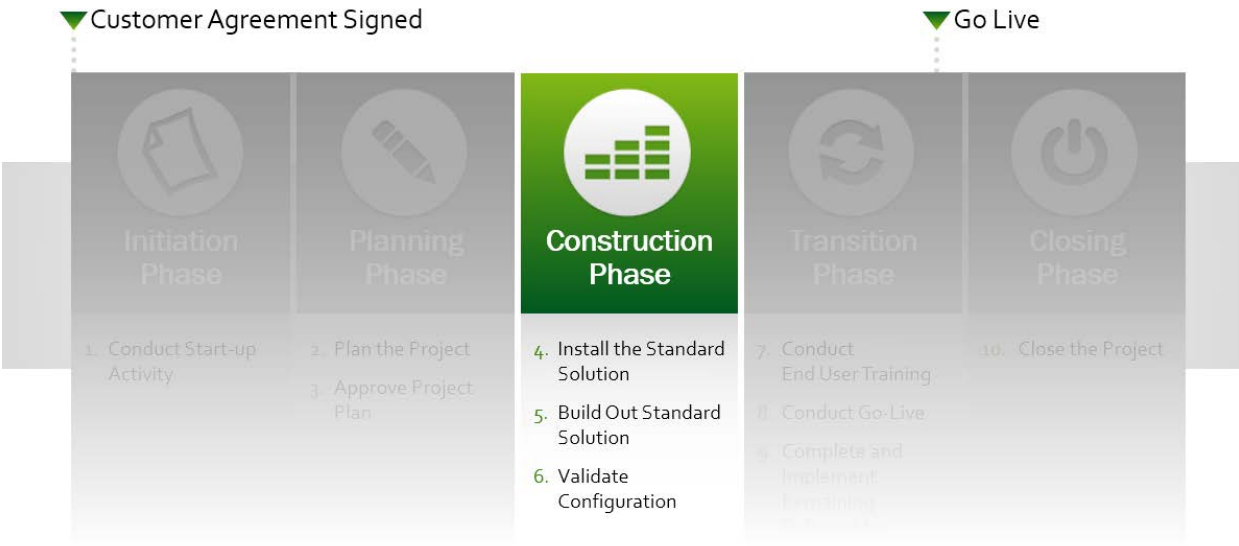
Product and Service Deliverables	
Products	**Services**
None	1. Finalize the Data Conversion Plan 2. Finalize the Technical Services Configuration Plan 3. Finalize Requirements Definition Documents (RDs)

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon **Customer's** acceptance of the last of the Supporting Plan delivered, or conclusion of the fifteen (15) day period after delivery of the last Supporting Plan delivered, whichever occurs first.

E.6 Construction Phase



Purpose: Execute the Project Plan to install, setup, build, review, finalize configuration and verify system readiness for training and go-live.

Description of Phase: The Construction Phase consists of three steps.

- Step 4 – Install the Standard Solution
- Step 5 – Build Our Standard Solution
- Step 6 – Validate Configuration

During this Phase, the **Tyler** and **Customer** Project Managers lead the project, coordinate project team activities, communicate direction, report on project progress and monitor resources. The team's focus during this Phase is to execute the Project Plan. **Customer** and **Tyler** project teams install the system, implement the database, review the configuration, apply final application configuration requirements and lay the groundwork to migrate to the **Tyler** application. Success requires commitment from **Tyler** and **Customer** to include necessary leadership and governance by both parties over their respective teams.

The methodology diagram indicates each step of the Construction Phase follows the previous step, but occasionally steps may occur concurrently.

Steps 5 and 6 of the Construction Phase are repeated for each Application if the project contains multiple go-live events.

E.6.1 Step 4: Install the Standard Solution

Step 4 – Install the Standard Solution

Overview: During this step, **Tyler** validates and finalizes **Customer's** hardware configuration, software requirements and implementation. The result of this effort is documented in the Technical Services Setup Plan.

Tyler will install the licensed standard software (including standard interfaces) and standard database on **Customer** supplied servers and configure the system to meet application specifications.

These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If onsite installation is required, **Customer** will be responsible for the actual travel expenses and time.

Responsibilities	
Tyler	**Customer**
1. Configure the system as required and provide knowledge transfer to the **Customer** System Administrator. 2. Complete basic functionality test to verify hardware, system software and application software installation is complete and the system is operational. 3. Verify with **Customer** personnel the computer processor(s), operating system software, third party software, associated workstation requirements, printers, network communications and other related components supplied by the **Customer**. 4. Document the required site resources (e.g., facility, power, network, cooling, etc.) necessary to operate the application; as part of the review, **Tyler** will make recommendations for necessary site modifications to meet minimum operating requirements for the application. 5. Review with the **Customer** the minimum requirements for workstations as identified in the **Agreement**, as applicable to the application. 6. Train the **Customer** to install client workstations, administer servers, manage disaster recovery systems and review any other items of concern related to hardware and software configuration. 7. Review ongoing **Customer** management expectations of how system will be managed by **Customer**. 8. Identify role of **Tyler** vs. the **Customer** post system setup. 9. Provide the **Customer** with a Technical System Setup document that includes the following: a. Identification of any special space requirements b. Functional system diagram, showing a high level view of the **Tyler** standard software subsystems and their associated hardware	1. Provide **Customer** technology staff to assist **Tyler** with executing the Technical System Setup Plan. 2. Provide in writing, information on existing hardware and operating system software components and terminal networks, as well as projected utilization statistics (i.e. number of users, number of concurrent users, number of transactions, database sizes) and other information reasonably required to validate final hardware requirements. 3. Review and approve the final hardware and operating system configuration with the **Tyler** project team. 4. Review **Tyler**'s recommendations regarding any existing communications networks and workstations and make any modifications identified by **Tyler** to ensure compatibility with the equipment and system to be installed. 5. Ensure hardware is ordered, delivered and installed prior to scheduling **Tyler**'s Technical Services visit onsite. 6. Provide information technology support staff onsite and accessible via phone or email for knowledge transfer and to help address any concerns encountered during the system installation. 7. Provide approval indicating completion of system set-up and administration training.

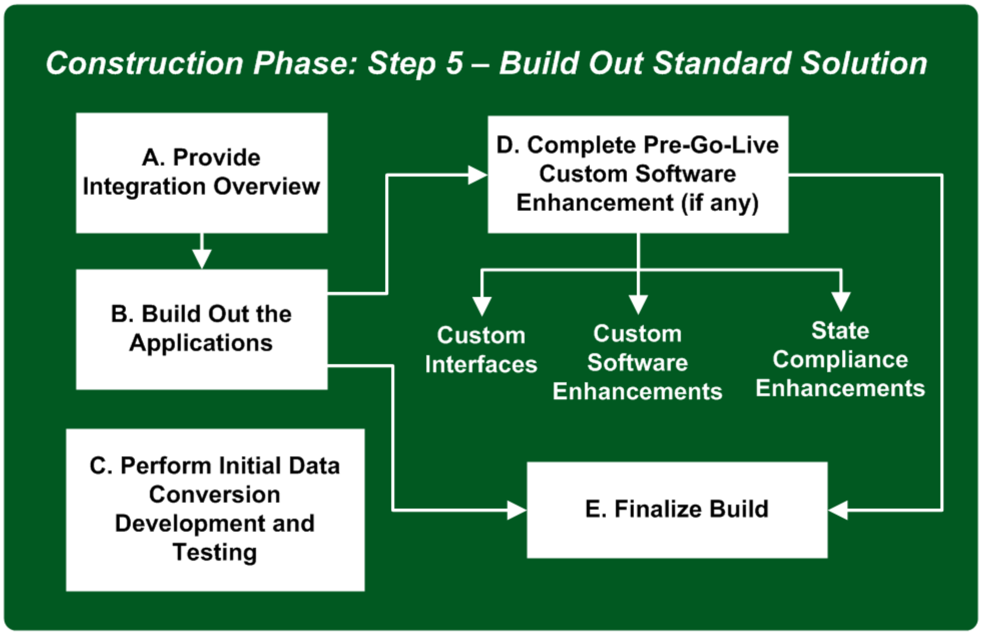
Product and Service Deliverables	
Products	**Services**
1. Third Party Hardware Third Party Software	1. Prepare Initial Databases 2. Setup **Customer** Environment(s) 3. Install Standard .NET Applications on **Customer** Servers (including standard interfaces) 4. Install Initial Data Bases 5. Train **Customer** Staff on Server Administration & Maintenance

Milestones
1. Deliver Technical Services Specification Document

Formal Notifications
1. Project Deliverable Completion Notification – Deliver Technical Services Specification Document
2. Project Deliverable Completion Notification – Deliver Third Party Hardware; Deliver Third Party Software

Completion Criteria: This step shall be complete upon the delivery of the Technical Services Specification Document.

E.6.2 Step 5: Build Out the Standard Solution



Steps 5 through 9 are repeated for each Application if the project contains multiple go-live events.

Step 5A – Provide Integration Overview

Overview: Tyler and **Customer** Build Teams will meet for one or two days to review the New World ERP application in its entirety to generate a solid understanding of how each of application component functions, how components are integrated and how data is managed throughout the system.

The *Provide Integration Overview* focuses on developing an end-to-end perspective across all applications for the **Customer's** Build Team on how data management and construction decisions in one area of the software can impact other areas.

Key participants include:
1. **Tyler** Project Manager
2. **Tyler** Application Specialist
3. **Customer** Project Manager
4. **Customer** Build Team Members
5. **Customer** SMEs

Responsibilities	
Tyler	**Customer**
1. To provide appropriate Application Specialists onsite to assist with integration overview. 2. To guide **Customer** through the application integration and operational specifications of the licensed components.	1. Coordinate with **Customer** participants to be available as necessary. 2. Provide and schedule necessary facilities for session. 3. Assign, schedule and ensure attendance and participation of appropriate staff for session.

Product and Service Deliverables	
Products	**Services**
None	None

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon delivery of the integration overview.

Step 5B- Build Out the Applications

Overview: The *Build Out of the Applications* includes reviewing the available functionality of each application and module and assisting/training **Customer** SMEs to:

1. Define **Customer** workflows
2. Build out validation sets
3. Make application configuration settings
4. Set up standard forms as required for each application and module purchased

To define **Customer** workflows, a hands-on Build Review of each application is completed in a class room with computer workstations with access to the application software. Build Reviews are facilitated by **Tyler** Application Specialists for each application area. **Customer** operations staff expert(s) on the application area attend the reviews to learn how to set up, configure, and maintain the software.

The Build Reviews are conducted by walking through each function within each application from the user/administrator point-of-view and examining every project construction element as it relates to a particular process. During the review, **Customer** staff makes decisions regarding the configuration elements and they set up the system accordingly on-the-spot where possible. In addition, homework is assigned to **Customer** staff to complete additional tasks outside of the Build Review sessions regarding definition of workflows and/or set up of the system configuration. The homework results are reviewed in subsequent review sessions with the full group.

The goal is at the conclusion of each application's Build Review; the application is properly configured with all related system variables fully defined and set-up.

The Build Reviews include:

1. Reviewing the various **Customer** work processes and the functional relationship to the software.
2. Review of any applicable Requirements Definition documentation for Custom Enhancements and/or Interfaces regarding impacts on **Customer** workflows.
3. Identification and documentation of any desired configuration modifications to the standard software solution (not previously contracted).
4. Validation of any custom modification decisions related to implementation of the standard software solution and the post-live custom requirements.
   a. Custom software modifications
   b. Custom interfaces
5. Identification of any Municipality-specific reports (management reports, public inquiries, etc.).

Responsibilities	
Tyler	**Customer**
1. Provide access to up-to-date user manuals for workshop participants. 2. **Tyler**'s Project Manager and Application Specialist(s) will act as facilitators to lead the walk through of the **Tyler** standard software solution with **Customer** staff and train **Customer** Staff on how to configure and set up each Application. 3. The **Tyler** Project Manager will assist **Customer** Project Manager to prepare the **Customer** team for the Build Reviews 4. The **Tyler** Project Manager and/or Application Specialist will provide additional applicable documentation required during the review. 5. The **Tyler** Application Specialist will present the configured applications facilitate an interactive exchange with **Customer** and to review the configured applications with **Customer.** 6. A **Tyler** Executive Manager may participate in the Build Reviews, as well as in a project review meeting with **Customer's** senior staff. 7. The **Tyler** Project Manager will work with **Customer** Project Manager to finalize the content of the User Training Plans as part of the Build Reviews.	1. **Customer** Project Manager is responsible for preparing **Customer** team for the Build Reviews, ensuring all necessary **Customer** team members attend the reviews, configure the system and complete homework assignments. 2. **Customer** is responsible to make decisions regarding configuration and set up and to apply those decisions to the configuration and set up of the application software. 3. Once initial Build Out is complete for each application area, **Customer** team leaders and SMEs will walk the review group through **Customer** workflow and policy set up in the configured **Tyler** applications. 4. During the walk through, **Customer** will determine any additional workflow modifications and/or minor software configuration changes required and will document in writing the list of any additional configuration changes required. 5. **Customer** is responsible for ensuring the implementation of any workflow changes prior to rollout and training to its end-user community. 6. Provide in writing a list of any required non-standard **Tyler** reports not yet identified or included in the **Agreement.** 7. **Customer** Project Manager will work with **Tyler** Project Manager to finalize the content of the User Training Plans as part of the Build Reviews. 8. Presentation of the final configuration and set up to **Customer** staff: "Here's how the system has been constructed."

Product and Service Deliverables	
Products	**Services**
None	1. Train and Assist **Customer** to Build Out Each Application Purchased (Configuration and Setup) 2. Train **Customer** Staff on Application System Administration

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon the conclusion of the build out activity.

Step 5C - Perform Initial Data Conversion Development and Testing

Overview*:* In parallel to the *Build Out of the Applications* step, **Tyler** and **Customer** will perform the initial data conversion development, mapping and testing to convert the existing data files defined in the **Agreement**. If additional files are identified after execution of the **Agreement**, estimates will be provided to the **Customer** prior to **Tyler** beginning work on those newly identified files.

Based on the Data Conversion Plan, **Customer** and **Tyler** will conduct the initial data conversion tasks. Note, no data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records or editing must take place by **Customer** prior to providing the data to **Tyler**.

Responsibilities	
Tyler	**Customer**
1. Program the data conversion tools per the Data Conversion Plan. 2. Test the data conversion tools to validate they correctly follow the mappings. 3. Provide converted test data files to **Customer** for testing. 4. Tyler New World will provide data mapping services to map the data in the Harris database to the New World ERP conversion definitions.	1. Cleanse the data to be converted as required prior to providing to **Tyler.** 2. Map the data fields for the files to be converted so they align to the **Tyler** data base fields. 3. Provide **Tyler** with the data files to be converted by extracting live data from the legacy system and submitting to **Tyler.** 4. Assist **Tyler** in analyzing the source data extracted as requested. 5. Correct any data issues in the source identified by **Tyler** when necessary. 6. When provided with a converted test data set, test the conversion to validate for accuracy and completeness. 7. Identify any concerns within fifteen (15) days of receiving the data conversion test files. Should **Customer** not identify concerns within the fifteen (15) day period, the data conversion shall be deemed ready for go-live.

Product and Service Deliverables	
Products	**Services**
None	1. Provide initial data conversion development, mapping, testing

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be completed at the conclusion of the first delivery of test data conversion files. *(There are three (3) test and one (1) final production data conversion "drops" in the Agreement, so this task would be completed in a standard* ***Agreement*** *upon delivery of the 2nd test drop).*

Step 5D - Complete Pre-Go-Live Custom Software Enhancements (*if any*)

Overview: During this step, working with **Customer, Tyler** will complete development and installation of any Custom Software Enhancements, Custom Interfaces and/or State Compliance Enhancements in **Customer** environment required for go-live. The results of this step are a completed system ready for go-live.

Responsibilities	
Tyler	**Customer**
1. Complete development tasks for Custom Enhancements, Custom Interfaces and/or State Compliance Enhancements. 2. Working with **Customer**, implement the Custom Enhancements, Custom Interfaces and/or State Compliance Enhancements as required for go-live.	1. Provide liaison to participating **Customer** agency staff and third party vendors as required supporting installation and test of interfaces to third party systems. 2. Test the Custom Enhancements, Custom Interfaces and/or State Compliance Enhancements. 3. Notify **Tyler** within 15 days of installation of Custom Software of any issues discovered during test.

Product and Service Deliverables	
Products	**Services**
1. Licensed Custom Software (Pre-Go-Live) - Custom Interfaces - Custom Software Enhancements	1. Install any remaining go-live Contract Deliverables (Custom Interfaces, Custom Enhancements)

Milestones
None

Formal Notifications
1. Project Deliverable Completion Notification – Deliver Licensed Custom Software Enhancements and Licensed Custom Interfaces

Completion Criteria: This step shall be complete upon the expiration of the fifteen (15) day testing period or **Customer's** acceptance of the interfaces, whichever occurs first.

Step 5E – Finalize Build

Overview: The *Finalize Build* includes a review of overall application functionality, the integration of the system to additional modules, interface operations and data capture processes. During Finalize Build, **Customer** staff confirms decisions previously made regarding the configuration elements they set up the during the build process.

Responsibilities	
Tyler	**Customer**
1. **Tyler**'s Project Manager and Application Specialist(s) will act as facilitators during the Finalize Build process. 2. The **Tyler** Project Manager will assist the **Customer** Project Manager to prepare the **Customer** team for the Finalize Build activity. 3. The **Tyler** Project Manager and/or Application Specialist will provide additional applicable documentation required during the review. 4. The **Tyler** Application Specialist will present the configured applications and facilitate an interactive exchange with the **Customer** and to review the configured applications with the **Customer**.	1. Once initial Build Out is complete for each application area, **Customer** team leaders and SMEs will walk the review group through the **Customer** workflow and policy set up in the configured **Tyler** applications. 2. During the walk through, **Customer** will determine any additional workflow modifications and/or minor software configuration changes required and will document in writing the list of any additional configuration changes required. 3. **Customer** is responsible for ensuring the implementation of any workflow changes prior to executing the parallel test and functional test.

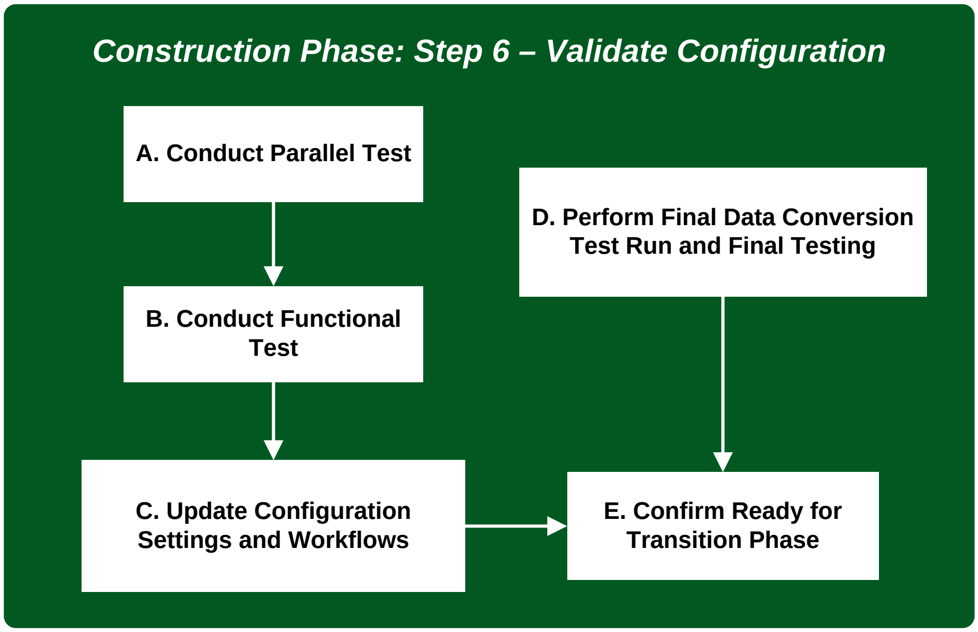
Product and Service Deliverables	
Products	**Services**
None	1. Assist **Customer** to Finalize the Build of Each Application Licensed (Configuration and Setup)

Milestones
1. Complete Build Out of the Configuration for Functional Test

Formal Notifications
1. Project Deliverable Completion Notification -Complete Build Out of the Configuration for Functional Test

Completion Criteria: This step shall be complete upon notification from **Tyler** the standard solution build is ready for functional test.

E.6.3 Step 6: Validate Configuration



Steps 5 through 9 are repeated for each Application if the project contains multiple go-live events.

Step 6A – Conduct Parallel Test

Overview: The parallel test is the process used to validate the overall function of the **Tyler** software using **Customer's** production data. During the test, the **Customer** will utilize their current production system and the **Tyler** New World software in simultaneously for data entry and production activities. The results between the two systems will be compared to confirm that both systems operate as expected and the results of the data import and management processes are equal. The parallel test uses production data to insure **Tyler** New World software will be able to function with the data available and the input processes used to populate the data in the **Tyler** New World software.

Responsibilities	
Tyler	**Customer**
1. **Tyler**'s Application Specialist(s) will act as facilitators during the parallel test and will assist **Customer** to: a. Review the process used for data capture to emulate this process on both systems b. Review all calculations and required data management processes on both systems c. Generate required reports from both systems and review reports for accuracy and data discrepancies d. Review journal entries on both systems and confirm data accuracy e. Review any other printed documents generated from both systems and confirm data accuracy 2. The **Tyler** Project Manager will assist the **Customer** Project Manager to prepare for the Parallel Test by confirming the following (As applicable): a. The previous data set as required for the test is available in the **Tyler** system b. The required **Customer** SMEs have the appropriate availability to participate in the parallel test c. The appropriate work location with client availability to work with the **Tyler** software and the production system	1. The **Customer** Project Manager is responsible for preparing the **Customer** team for the parallel test, ensuring all necessary **Customer** team members attend the events, participate in the process and complete assignments associated with the successful conclusion of the parallel test. 2. The **Customer** must provide access to current production system for data comparison activity required by the parallel test. 3. **Customer** is responsible for identifying data discrepancies and making decisions required to resolve the discrepancies. 4. Provide in writing a list of any required non-standard **Tyler** reports not yet identified or included in the **Agreement.**

Product and Service Deliverables	
Products	**Services**
None	1. Conduct Parallel Test with **Customer**

Milestones
None

Formal Notifications

None

Completion Criteria: The parallel test shall be completed upon validation that input, process and output between the **Tyler** software and the **Customer's** current system are accurate with all discrepancies resolved.

Step 6B – Conduct Functional Test

Overview: The functional test is a determination if the software solution is ready for user training and go-live. It can be performed by **Customer**, or if functional test services are contracted from **Tyler**, the functional test can be performed jointly by **Tyler** and **Customer**. The functional test is intended to validate the licensed software satisfies the functional specifications included in the **Agreement** and/or RFP response from **Tyler**. If no functional specifications were provided in the **Agreement** or RFP response, then the functional test is simply a final review of readiness to begin User Training.

Responsibilities	
Tyler	**Customer**
1. If **Customer** has purchased Functional Test Services, then: a. To provide appropriate Application Specialists onsite to assist with functional test b. To guide **Customer** through the functional specifications one at a time, and demonstrate/verify the specification is satisfied by the software c. To assist **Customer** to record the results of each functional test d. To assist **Customer** to tally the test results e. To confirm pass/fail of the functional test per the test criteria (if contracted) 2. If **Customer** has not purchased Functional Test Services from **Tyler** then **Tyler** will provide **Customer** the Functional Test Checklist.	1. If **Customer** has purchased Functional Test Service, then: a. To walk through functional specifications one at a time to witness, observe and verify the specification is satisfied by the software b. To assist **Tyler** to record the results of each functional test c. To assist **Tyler** to tally the test results 2. If **Customer** has not purchased Functional Test Services, then **Customer** shall: a. Verify the software meets the specifications defined in the Functional Test Checklist for licensed software a. Document concerns identified during the review of the Functional Test Checklist using the standard notification process provided by **Tyler**

Product and Service Deliverables	
Products	**Services**
None	1. Conduct Functional Test with **Customer** (if service contracted)

Milestones
None

Formal Notifications
None

Completion Criteria: If Functional Test Services were purchased, this step shall be complete upon delivery of the functional test results to **Customer**. If no Functional Test Services were purchased, this step shall be complete upon commencement of User Training.

Step 6C – Update Configuration Settings and Workflows

Overview: During this step, **Customer** updates the Workflows, Validation Sets, Configuration Settings and Standard Forms based on the results of the functional test.

Responsibilities	
Tyler	**Customer**
1. Review results of functional test with **Customer.** 2. Provide guidance to **Customer** to changes to the software based on the results of the functional test.	1. Apply configuration or other changes as determined by the functional test results.

Product and Service Deliverables	
Products	**Services**
None	1. Assist **Customer** to Conduct Final System Configuration Review 2. Assist **Customer** to Make Final Workflow, Configuration and Setup Adjustments

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon commencement of User Training.

Step 6D – Perform Final Data Conversion Test Run and Final Testing

Overview: In parallel to the *Update Configuration Settings and Workflows* step **Tyler** and **Customer** will perform the final data conversion test run and testing of the converted data files defined in the **Agreement**.

Responsibilities	
Tyler	**Customer**
1. Provide final converted test data files to **Customer** for testing.	1. When provided with a converted test data set, test the conversion to validate for accuracy and completeness. 2. Identify any concerns within fifteen (15) days of receiving the data conversion test files. Should **Customer** not identify concerns within the fifteen (15) day period, the data conversion shall be deemed ready for go-live.

Product and Service Deliverables	
Products	**Services**
None	1. Provide final data conversion for testing

Milestones
None

Formal Notifications
1. Notification of Data Conversion Pre-Go-Live Approval

Completion Criteria: This step shall be complete when **Customer** provides Data Conversion Pre-Go-Live Approval to **Tyler** or within fifteen (15) days of receiving the final data conversion test files, whichever comes first.

Step 6E – Confirm Ready for Transition Phase

Overview: Review the overall project status to ensure all requirements for the go-live event have been completed and the go-live event can occur with minimal disruption or risk. Document all related issues and concerns and jointly agree, in writing, to move forward with training and transition to the live environment.

Responsibilities	
Tyler	**Customer**
1. **Tyler** Project Manager will review the Project Management Workbook with the **Customer** to ensure all applicable issues and action items were addressed. 2. **Tyler** will assist **Customer** to prepare the go-live Checklist. 3. Develop Conversion Cutover Plan (as part of the Go-Live Plan). 4. Final verification **Tyler** resources are scheduled to conduct **Customer** go-live activities. 5. Review Training Plans with **Customer.**	1. Working with **Tyler**, review the Project Management Workbook to ensure all applicable issues and action items have been addressed to move forward with training and transition to the live environment. 2. Ensure its team is fully committed to the go-live event and the proper governance and leadership is in place to guide the **Customer** through a successful go-live event. 3. Assist **Tyler** to prepare the Go-Live Checklist. 4. Plan, schedule, communicate and coordinate all user planning, preparation and go-live tasks and events. 5. Ensure requirements for training sessions have been met and attendees have been notified of their required participation. 6. Working with **Tyler**, review the Training Plans to ensure training will meet the needs of the user base.

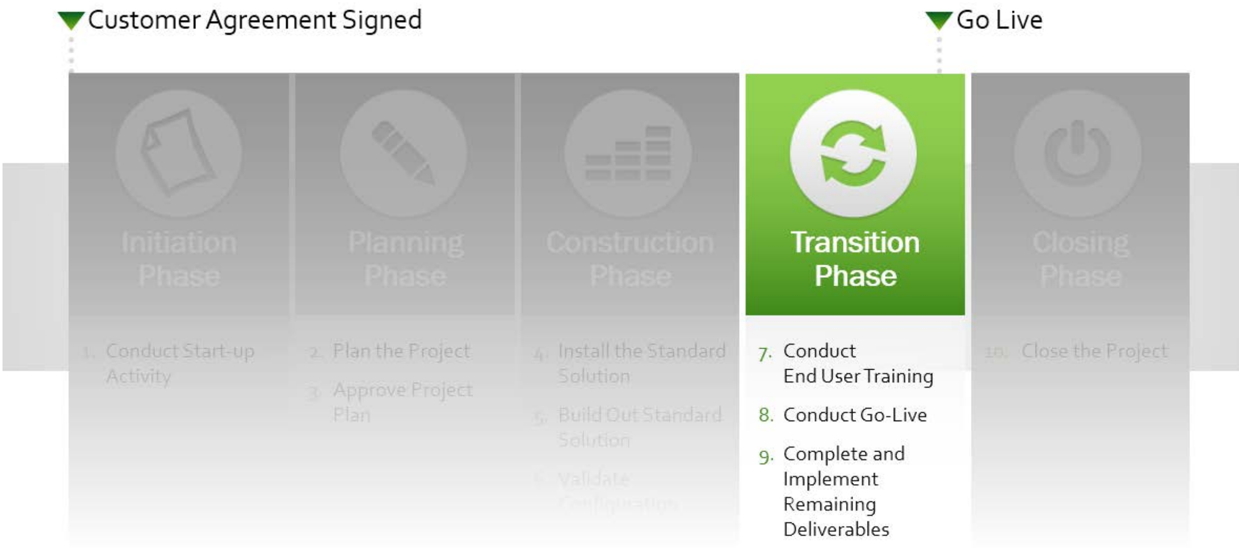
Product and Service Deliverables	
Products	**Services**
None	1. Confirm Go-Live Plan 2. Confirm Training Plans

Milestones
1. Approve Final Configuration for Training and Go-Live

Formal Notifications
1. Project Deliverable Completion Notification - Approve Final Configuration for Training and Go-Live

Completion Criteria: This step shall be complete upon delivery to **Customer** of completed Pre-Go-Live Readiness Checklist.

E.7 Transition Phase



Purpose: Train users, perform data conversion, execute go-live, complete post-go-live activities, finalize **Customer** application customizations and optimize implementation (if appropriate).

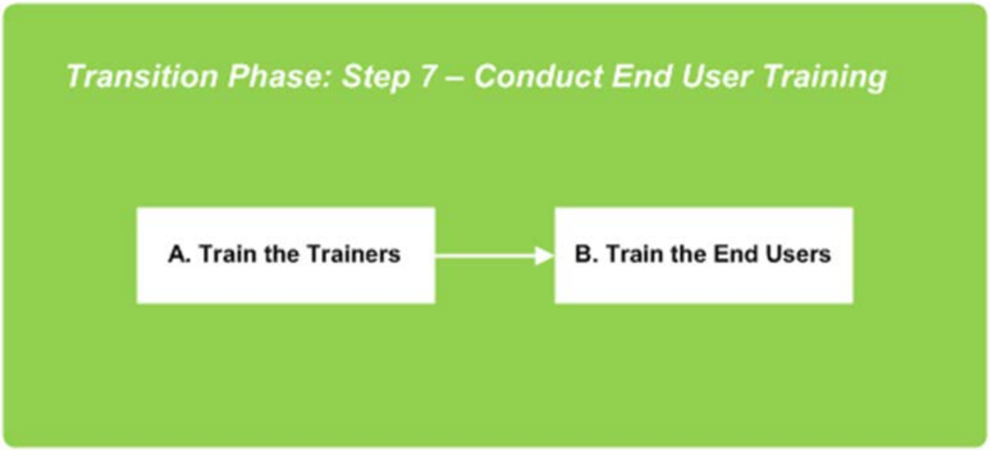
Description of Phase: The Transition Phase consists of three steps.

- Step 7 - Conduct End User Training
- Step 8 - Conduct Go-Live
- Step 9 - Complete and Implement Remaining Contract Deliverables

During this Phase, **Tyler** and **Customer** project teams train users, cut over from legacy systems and complete post go-live requirements.

The Transition Phase is repeated for each Application if the project contains multiple go-live events.

E.7.1 Step 7: Conduct End User Training



Steps 5 through 9 are repeated for each Application if the project contains multiple go-live events.

7A – Train the Trainers

Overview: Tyler’s Application Specialist(s) provide user training to **Customer** staff.

Responsibilities	
Tyler	**Customer**
1. The **Tyler** Project Manager will assist **Customer** Project Manager to prepare the **Customer** team for Train-the Trainer Training. 2. The **Tyler** Project Manager and/or Application Specialist will provide additional applicable documentation required during the course. 3. The **Tyler** Application Specialist will present the configured applications in a manner that facilitate an interactive exchange with **Customer** staff to: a. Understand the functional use of the application b. Establish that attendees have the knowledge to successfully train others c. Develop training techniques and lesson plans to successfully train end users d. Resolve common training problems to minimize disruption and delays during the end user training process 4. Monitor training course attendance and ensure all appropriate users receive training. 5. Identify in writing any issues regarding training delivery.	1. Assign, schedule and ensure attendance and participation of appropriate staff for training sessions. 2. Provide and schedule necessary facilities for training sessions. 3. Ensure training facilities are set up and configured with all requisite hardware/software. 4. If a Train-the-Trainer approach is used, select **Customer** trainers and receive the Train-the-Trainer training from **Tyler.** 5. If a Train-the-Trainer approach is used, **Customer** must provide end user training. 6. Monitor training course attendance and ensure all appropriate users receive training. 7. Identify in writing any issues regarding training delivery.

6. Provide a recap of the training activities related to each application.	

Product and Service Deliverables	
Products	**Services**
None	1. Provide Training for **Customer** Trainers 2. Prepare assessment of areas that need further training 3. Develop Post Go-Live Training Plan (if necessary)

Milestones
1. Complete Pre-Go-Live User Training

Formal Notifications
1. Project Deliverable Completion Notification – Complete Pre-Go-Live User Training

Completion Criteria: This step shall be complete at the conclusion of the training session(s).

Step 7B – Train the End Users (if applicable)

Overview: **Tyler**'s Application Specialist(s) provide user training to **Customer** staff.

Responsibilities	
Tyler	**Customer**
1. None, unless **Customer** has purchased End User Training Services from **Tyler.** 2. If **Customer** has purchased End User Training Service, then: a. The **Tyler** Project Manager will assist **Customer** Project Manager to prepare the **Customer** team for the End User Training b. The **Tyler** Project Manager and/or Application Specialist will provide additional applicable documentation required during the course c. The **Tyler** Application Specialist will present the configured applications in a manner that facilitate an interactive exchange with **Customer** staff to understand the functional use of the application d. Monitor training course attendance and ensure all appropriate users receive training. e. Identify in writing any issues regarding training delivery f. Provide a recap of the training activities related to each application	1. Assign, schedule and ensure attendance and participation of appropriate staff for training sessions. 2. Provide and schedule necessary facilities for training sessions. 3. Ensure training facilities are set up and configured with all requisite hardware/software. 4. If a Train-the-Trainer approach has been selected and **Customer** is providing End User Training, **Customer** must do the following: a. Train all users. b. Monitor training course attendance and ensure all appropriate users receive training. c. Identify in writing any issues regarding training delivery. d. Provide **Tyler** with a recap of the training activities related to each application 5. Test operational performance of the system in conjunction with End User Training to reconfirm solution's readiness for go-live.

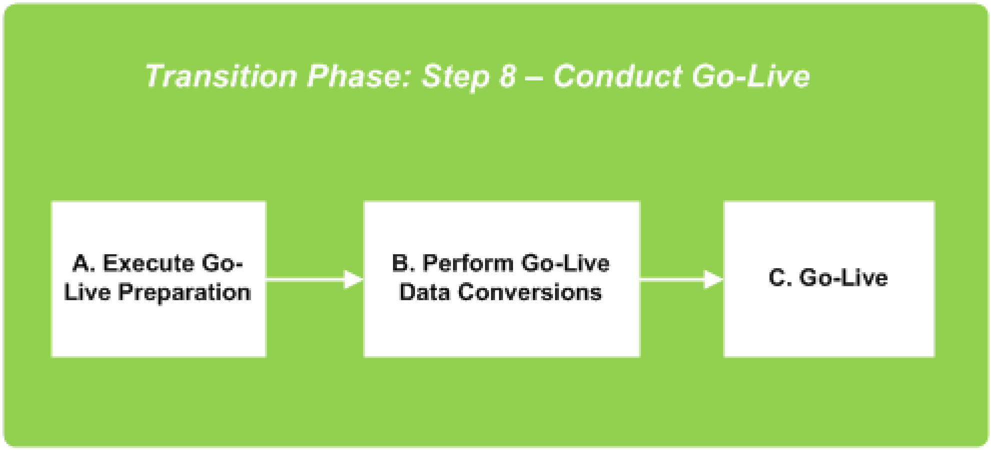
Product and Service Deliverables	
Products	**Services**
None	1. Provide Training for **Customer** End Users (if purchased) 2. Prepare assessment of areas that need further training 3. Develop Post Go-Live Training Plan (if necessary)

Milestones
1. Complete Pre-Go-Live User Training

Formal Notifications
1. Project Deliverable Completion Notification – Complete Pre-Go-Live User Training

Completion Criteria: This step shall be complete at the conclusion of all **Tyler** delivered End User Training session(s).

E.7.2 Step 8: Conduct Go-Live



Steps 5 through 9 are repeated for each Application if the project contains multiple go-live events.

Step 8A - Execute Go-Live Preparation

Overview: During and immediately after User Training, **Tyler** and **Customer** work together to prepare for go-live as documented in the PMW.

<table>
<tr><th colspan="2">Responsibilities</th></tr>
<tr><th>Tyler</th><th>Customer</th></tr>
<tr><td>
1. Working with Customer, execute the Pre-Go-Live Checklist.
2. In preparation for go-live, Tyler will assist Customer to verify the operational readiness of the production environment. This activity may be managed by the Project Manager. The key areas to be reviewed (when applicable) and the Tyler team members that will assist in the review are:
a. Infrastructure and related operational environment (Technical Services)
b. Application configuration, compliance adherence and custom software modifications (Application Specialists)
c. Standard and custom interfaces (Interface team/Application Specialists)
d. Data conversion (Data Conversion team)
3. Tyler assists Customer in preparing production server for go-live:
a. Set counters
b. Other maintenance tasks
4. Provide final updates, when applicable, to the following:
a. Standard software
b. Custom software
c. Hardware
d. Interfaces
e. State reporting
f. Data conversion
5. In preparation for go-live Tyler will coordinate an internal Pre-Live Leadership Meeting with resources assign to provide go-live services for Customer.
</td><td>
1. Verify the operational readiness of the production environment (Tyler will assist).
2. Prepare production server for go-live (Tyler will assist):
a. Set counters
b. Other maintenance tasks
3. Schedule, communicate and coordinate all user planning, preparation and go-live tasks and events.
</td></tr>
</table>

Product and Service Deliverables	
Products	**Services**
None	1. Assist **Customer** to Execute Go-Live Preparations

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete on the day **Customer** cuts over to live production use of the software

Step 8B - Perform Go-Live Data Conversion

Overview: In parallel to the *Execute Go-Live Preparation* step, **Tyler** and **Customer** will perform the go-live data conversion.

Responsibilities	
Tyler	**Customer**
1. Execute the go-live data conversion per the Data Conversion Plan. (Typically this process involves moving tested data conversion from Test Environment into Production Environment.)	1. Assist **Tyler** as requested in executing the go-live data conversion plan. 2. When provided with the go-live data set, test the conversion in the Production Environment to validate for accuracy and completeness. 3. Identify any concerns as soon as possible, but no later than fifteen (15) of **Tyler** applying the go-live data conversion files to the Production environment. Should **Customer** not identify concerns within fifteen (15) days, the go-live data conversion shall be deemed accepted.

Product and Service Deliverables	
Products	**Services**
None	1. Execute Data Conversion

Milestones
None

Formal Notifications
1. Notification of Data Conversion Go-Live Approval

Completion Criteria: This step shall be complete when **Customer** provides Data Conversion Pre-Go-Live Approval to **Tyler** or within fifteen (15) days of applying the go-live data conversion files to **Customer** Production environment, whichever comes first.

Step 8C - Go-Live

Overview: With assistance from **Tyler**, **Customer** goes live on all applications, modules and interfaces identified in the **Agreement** and as documented in the PMW.

Responsibilities	
Tyler	**Customer**
1. Execute the Go-Live Checklist. 2. **Tyler** conducts **Customer** turnover to **Customer** Support. 3. **Tyler** receives clearance for onsite to depart **Customer** site.	1. Provide SME staff to assist with go-live for each of the applications to serve as the first line of support during the go-live period. 2. Place the software into production and begin operational use in consultation with **Tyler** and in accordance with the PMW. 3. Provide a detailed list of questions and issues that require explanation or resolution by **Tyler** at the end of each day during go-live period.

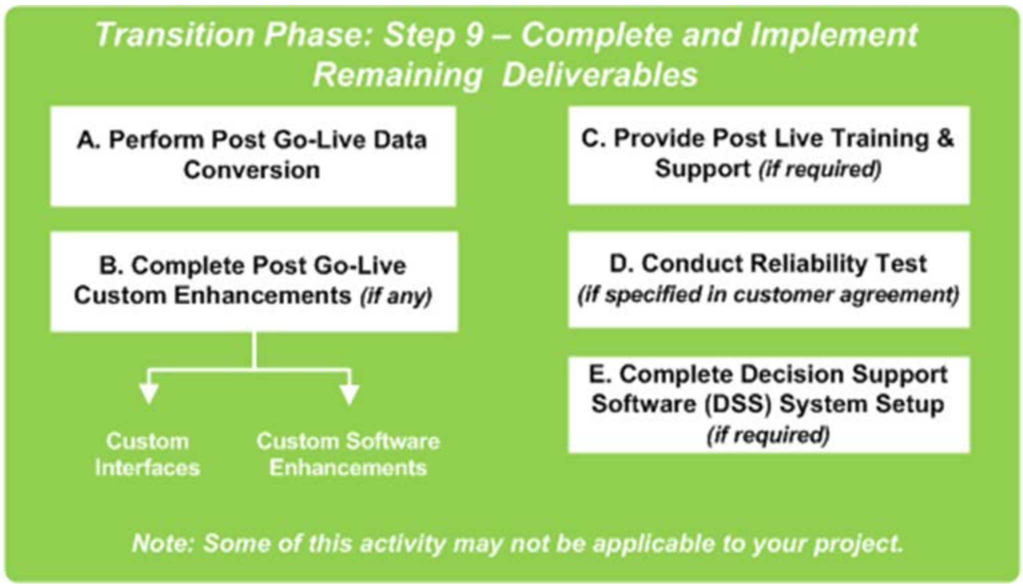
Product and Service Deliverables	
Products	**Services**
None	1. Support **Customer** During Go-Live Period

Milestones
1. Go-Live

Formal Notifications
1. Project Deliverable Completion Notification – Go-Live

Completion Criteria: This step shall be complete on the day the **Tyler** go-live team leaves **Customer** site.

E.7.3 Step 9: Complete and Implement Remaining Contract Deliverables



Steps 5 through 9 are repeated for each Application if the project contains multiple go-live events.

Step 9A - Perform Post Go-Live Data Conversion

Overview*:* **Tyler** and **Customer** will perform the post-go-live (and final) data conversion.

Responsibilities	
Tyler	**Customer**
1. Execute the post-go-live data conversion per the Data Conversion Plan.	1. Assist **Tyler** as requested in executing the Post Go-Live Conversion Plan. 2. When provided with the post go-live data set, test the conversion in the Production Environment to validate for accuracy and completeness. 3. Identify any concerns as soon as possible, but no later than fifteen (15) days after **Tyler** applying the post go-live data conversion files to the production environment. Should **Customer** not identify concerns within fifteen (15) days, the final data conversion shall be deemed accepted.

Product and Service Deliverables	
Products	**Services**
None	1. Install any Post Go-Live Contract Deliverables (Data Conversion)

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete when **Customer** provides Data Conversion Post Go-Live Approval to **Tyler** or within fifteen (15) days of applying the post go-live data conversion files to **Customer** Production environment, whichever comes first.

Step 9B - Complete Post Go-Live Custom Enhancements (if any)

Overview: Tyler will provide **Customer** remaining contracted Custom Software Enhancements and/or Custom Interfaces and Installation Services per the **Agreement**.

Responsibilities	
Tyler	**Customer**
1. Complete development and deliver Custom Software Enhancements and Custom Interfaces to **Customer.** 2. Assist **Customer** to implement Custom Software Enhancements and/or Custom Interfaces as appropriate. 3. Provide training for Custom Software Enhancements and/or Custom Interfaces as appropriate. 4. Perform Final Acceptance Testing Services working with **Customer.** (if applicable)	1. Provide resources and work with **Tyler** to support the installation of software upgrades when enhancements and/or custom software are available, including interfaces and state reporting. 2. Coordinate access to third parties as requested by **Tyler** to install and test the interfaces. 3. Test the Custom Software Enhancements and Custom Interfaces. 4. Provide timely approval (within 15 days of delivery) of each Custom Software Enhancement and/or Custom Interface as meeting the requirements of each appropriate Requirements Definition Document. 5. Perform Final Acceptance Testing working with **Tyler.** (if applicable)

Product and Service Deliverables	
Products	**Services**
1. Licensed Custom Software (post go-live) - Custom Interfaces - Custom Software Enhancements	1. Install any post go-live contract deliverables (Custom Interfaces, Custom Enhancements) 2. Provide **Customer** with assistance for Final Acceptance Testing (if service contracted)

Milestones
1. Complete Development and Implementation of Remaining Deliverables

Formal Notifications
1. Project Deliverable Completion Notification – Complete Development and Implementation of Remaining Deliverables 2. Project Deliverable Completion Notification - - Deliver Remaining Licensed Standard Software - Deliver Remaining Licensed Custom Software Enhancements - Deliver Remaining Licensed Custom Interfaces

Completion Criteria: This step shall be complete when **Customer** provides approval to **Tyler** for each of the custom contract deliverables or within fifteen (15) days of delivery, whichever comes first.

Step 9C – Provide Post Live Training and Support (if required)

Overview: If required and planned in the Project Plan, **Tyler** will provide **Customer** with Training and Support Services post go-live to ensure successful transition from **Customer** previous systems to the **Tyler** software.

Responsibilities	
Tyler	**Customer**
1. Provide remotely or onsite Training as specified in the Project Plan 2. Provide additional support services remotely or onsite as specified in the Project Plan including reviewing: a. Infrastructure and related operational environment b. Application configuration, compliance adherence and custom software modifications c. Standard and Custom Interfaces d. Data conversion e. Release pathing/open item review	1. **Customer** staff to attend training as specified in the Project Plan. 2. Provide access and staff support as necessary to support the Post go-live activities. 3. Identify in writing areas of concern regarding workflows, system responsiveness, data inputs, configuration and setup. 4. Implement **Tyler** recommendations as soon as possible following delivery of recommendations

Product and Service Deliverables	
Products	**Services**
None	1. Post Go-Live Training and Support Services

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon completion of the Post-Live Training and Support for **Customer** Staff.

Step 9D - Complete Decision Support Software (DSS) Setup and Training (if required)

Overview: If licensed, **Tyler** will provide **Customer** with implementation DSS modules and provide purchased training services.

Responsibilities	
Tyler	**Customer**
1. Facilitate one or more consultative session(s) (onsite) with executive staff to discuss data needs and information requirements for decision making. 2. Lead solution design and review sessions to document and collaboratively design reporting cubes and dashboards to assist with data needs and decision making as discussed during the consultative session(s). 3. Configure and train on DSS software. 4. Provide training session(s) to provide an overview of using each DSS licensed module including basic reporting and dashboard creation and other standard features. 5. Build^ **Customer** specific reporting cube(s) and dashboard(s) as agreed upon during solution design and review.	1. Ensure appropriate managerial level personnel/decision makers are available for the consultative sessions to discuss data needs and information requirements for decision making. 2. Ensure infrastructure is in place to support DSS implementation (generally setup in Step 4 of Construction phase). 3. Approve agreed upon requirements of reporting cubes and dashboards. 4. Assign, schedule and ensure attendance and participation of appropriate staff for training sessions. 5. Provide and schedule necessary facilities for training sessions. 6. Ensure training facilities are set up and configured with all requisite hardware/software. 7. Monitor training course attendance and ensure all appropriate users receive training. 8. Identify any issues in writing.

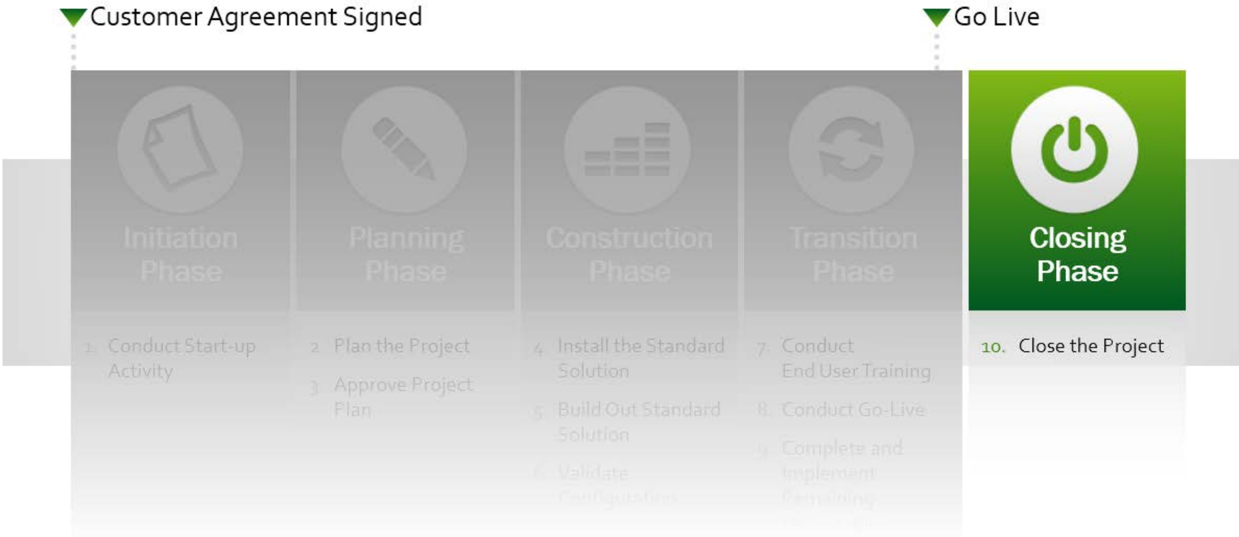
Product and Service Deliverables	
Products	**Services**
None	1. Install Post Go-Live Contract Deliverables Decision Support Software a. **Customer** Specific Reporting Cubes and Dashboards b. Installation services of **Customer** specific Reporting Cube(s) and Dashboard(s). c. Training services for **Customer** staff

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon completion of the DSS Training Services for **Customer** Staff.

E.8 Closing Phase



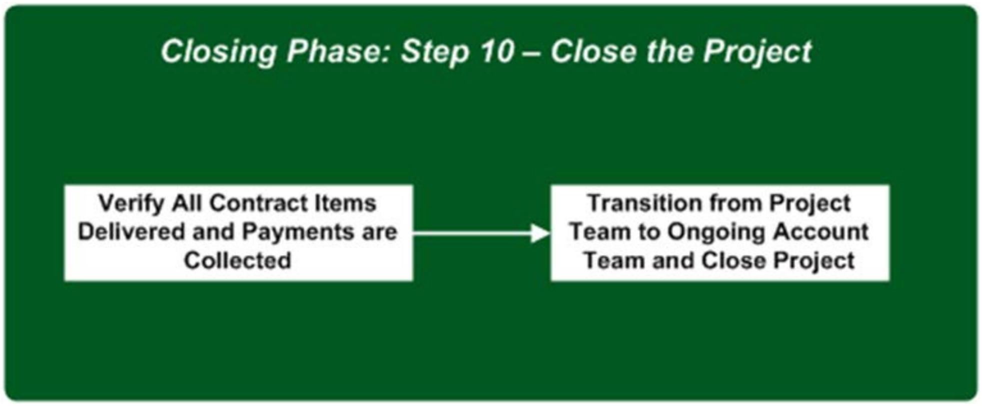
Purpose: Review the project, approve closure, disengage project management and transition **Customer** to the Account Management Team.

Description of Phase: The Closing Phase consists of one step.

- Step 10 – Close the Project

During this Phase, the **Tyler** Project Manager reviews the project with Executive Management, closes out all remaining documentation tasks and disengages from the project. The Account Management Team assumes all responsibilities for ongoing support of the system and **Customer.**

E.8.1 Step 10: Close the Project



Step 10A – Verify All Contract Items Delivered and Payments are Collected

Overview: Tyler and **Customer** will review the **Agreement** and Project Plan to confirm all deliverables and services have been deployed per the terms of the **Agreement**. The Project Manager will confirm all payments have been collected related to contact terms and conditions.

Responsibilities	
Tyler	**Customer**
1. The Project Manager will review final project status with **Customer** to ensure all product and services contract deliverables contracted in the **Agreement** are delivered, billed and all invoices have been paid.	1. Complete any remaining payments from the **Agreement.**

Product and Service Deliverables	
Products	**Services**
None	None

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon delivery of the Project Closure Letter to **Customer.**

Step 10B – Transition from Project Team to Account Team and Close Project

Overview: Tyler Project Manager will schedule a formal turnover with **Customer** to the **Tyler** Account Management Team. The **Tyler** Account Management team includes the Executive Sponsor, **Customer** Support and **Customer** Care. The managers of **Customer** Care and **Customer** Support will introduce their organization structure and review the services each team provides.

Project Closure will be formally communicated to **Customer,** ensuring **Customer** and the **Tyler Customer** Support team members are aware the deployment of the **Tyler** software and services has been completed.

From this point forward, **Customer** and **Tyler** shall operate in a support relationship as provided for in the Software Support Maintenance **Agreement** (Exhibit C) of the **Agreement**.

Responsibilities	
Tyler	**Customer**
1. The **Tyler** Project Manager will coordinate a meeting, either via teleconference or onsite, to review the project status and transition ongoing communications with **Customer** to the assigned Account Team. 2. Prepare the Project Closure Letter. 3. Managers of **Tyler Customer** Support participate in the meeting with **Customer**. 4. The Project Manager will deliver the Project Closure Letter to **Customer.**	1. Provide appropriate personnel for the **Customer** Support turnover meeting. 2. Provide a location with a conference phone for the support turnover meeting.

Product and Service Deliverables	
Products	**Services**
None	1. Close Out the Project

Milestones
1. Project Complete

Formal Notifications
1. Project Deliverable Completion Notification – Close Project

Completion Criteria: This step shall be complete upon delivery of the Project Closure Letter to **Customer.**