

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

TYLER TECHNOLOGIES, INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
TYLER TECHNOLOGIES, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this ____ day of _____, 2016 (“Effective Date”) by and between the City of Carson, a California municipal corporation (“City”) and Tyler Technologies, Inc., a Delaware corporation (“Consultant” or “Tyler”). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson’s Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those

standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Million Thirty Two Thousand Six Hundred Twenty Seven Dollars and Sixteen Cents (\$1,032,627.16)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(Name)	(Title)
(Name)	(Title)
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Kathryn Downs, Director of Finance, or Robert Eggleston, Information Technology Manager, or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by

or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including “any auto” and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant’s profession. This coverage may be written on a “claims made” basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant’s services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B”.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant’s insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to

comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following “cancellation” notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant’s activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant’s indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial,

administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager

of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim

for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement.

Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work

and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this

Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

ATTEST:

Donesia Gause, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney

CONSULTANT:

TYLER TECHNOLOGIES, INC., a Delaware corporation

By:_____

Name:

Title:

By:_____

Name:

Title:

Address:_____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2016 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	
<input type="checkbox"/> CORPORATE OFFICER	
<div style="text-align: center;">_____ TITLE(S)</div> <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	<div style="text-align: center;">_____ TITLE OR TYPE OF DOCUMENT</div>
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	<div style="text-align: center;">_____ NUMBER OF PAGES</div>
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	<div style="text-align: center;">_____ DATE OF DOCUMENT</div>
	<div style="text-align: center;">_____ SIGNER(S) OTHER THAN NAMED ABOVE</div>

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2016 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	
<input type="checkbox"/> CORPORATE OFFICER	
<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> PARTNER(S)</div><div style="text-align: center;">TITLE(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</div></div>	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	_____ NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ DATE OF DOCUMENT
	_____ SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

- I. Consultant will perform the services and provide the products detailed in the Statement of Work (“SOW”), attached as Exhibit A-1. Such services and products shall include:**
- A. ERP System.** Tyler will provide the City with, and fully implement with the City’s assistance, an Enterprise Resource Planning System (“ERP System”).
 - B. Implementation of ERP System.** Tyler shall be responsible for assisting the City in the full implementation of each module. Implementation shall include the following:
 - 1.** Conversion of City data to a format suitable for use in the ERP System;
 - 2.** Training City staff on how to use the ERP System;
 - 3.** Any other implementation-related services itemized in Exhibit C-1 and detailed in the SOW.
 - C. Maintenance and Support.** Tyler will provide maintenance and support for all Tyler software licensed to the City as part of this Agreement. Such maintenance and support shall be in accordance with the Maintenance and Support Agreement in Exhibit A-2 and the Support Call Process in Exhibit A-3.
- II. OPTIONAL SERVICES.** City may request additional services from Consultant at a future date pursuant to Section 1.8 of the Agreement and Exhibit C, Section II, and Exhibit C-1.

EXHIBIT A-1

STATEMENT OF WORK (“SOW”)

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Tyler Technologies – City of Carson, CA

Statement of Work

01007.0007/325956.1

01007.0007/325944.2

A-3



Table of Contents

Section A: Executive Summary	4
A.1 Project Overview.....	4
A.2 Project Scope	4
A.3 Organizational Scope	5
A.4 Data Conversion Scope	5
A.5 Import and Export Scope	6
A.6 Reports	7
A.7 Workflows	7
A.8 Development Services	7
A.9 Deliverables	7
A.10 Tyler Forms	8
Section B: Project Governance	9
B.1 Client Project Roles and Responsibilities	9
B.2 Client Decision Making	9
B.3 Executive Project Sponsors:	9
B.4 Executive Steering Committee:	9
B.5 Project Manager:	10
B.6 Project Team:	10
B.7 Subject Matter Experts (SMEs)	10
B.8 Technical Team:	11
B.9 Upgrade Coordinator	11
B.10 Client Tyler University Manager	11
B.11 Tyler Roles and Responsibilities	12
B.12 Tyler Executive Oversight	12
B.13 Tyler Regional Manager	12
B.14 Tyler Project Manager	13
B.15 Tyler Implementation Consultants	13
B.16 Tyler Developers	13
B.17 Tyler Implementation Programmers	13
B.18 Tyler Forms Designers	14
B.19 Tyler Support Account Manager	14
B.20 Tyler Technical Support Specialist	14
Section C: Project Management	16
C.1 Project Plan Development and Management	16
C.2 Project Status Reports	17
C.3 SharePoint	17
C.4 Agendas	18
C.5 Executive Steering Committee Meetings	19
C.6 Site Reports	19
C.7 Issues Log and Issue Tracking	20
C.8 Risk Management	21
C.9 Scope/Contract Change Process	21
C.10 Implementation Control Point and Deliverables:	23
C.11 Other Project Management Resources	24
Section D: Technology Architecture	26
D.1 Hardware Requirements	26

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 2 OF 63



D.2 Environments	26
D.3 Key Dates for Hardware Availability	26
Section E: Implementation.....	27
E.1 Implementation Methodology Overview	27
E.2 Control Points	27
E.3 Project Initiation	30
E.4 Project Planning	31
E.5 Structural Foundation	32
E.6 Knowledge Transfer.....	33
E.7 Static Environment Test (SET).....	37
E.8 Implementation	38
E.9 Live Preparation	42
E.10 Live Processing	44
E.11 Post Live Process	45
E.12 Phase Closure	46
Section F: Homework Requirements	48
Section G: Facility Requirements	48
Section H: Appendix.....	49
Appendix 1: Deliverable Expectation Document.....	49
Appendix 2: Hardware Requirements.....	57

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 3 OF 63



Section A: Executive Summary

A.1 Project Overview

Consultant shall deliver the professional services and products itemized in Exhibits C and C-1 and described in Exhibit A and in this Statement of Work.

A.2 Project Scope

The project scope is comprised of the following modules, data conversions, interfaces, reports, workflows, and deliverables defined in this section plus any related professional services described throughout this SOW. If any services, tasks, or responsibilities not specifically described in this SOW are inherent or necessary sub-activities of the tasks or are otherwise required for proper performance of the services or tasks they shall also be included within the scope.

A.2.1 Module Scope

The scope of modules included in this Enterprise Resource Planning (ERP) project includes the following Tyler and third party software products.

A.2.2 Project Phases

Implementation for the following functional areas and each of the modules related to the functional areas has been divided into the following major phases.

Phase	Functional Areas	Modules	Start Date	Go-Live Date
1	Core Financials	<ul style="list-style-type: none">Accounting General LedgerCash ManagementProject & Grant AccountingBudgetingRequisitionsPurchase OrderseProcurementAccounts PayableAccounts ReceivableGeneral BillingCAFR Statement BuilderFixed AssetsTyler Cashiering	January 2017	October 2017 or as defined in the Project Plan
	System Wide	<ul style="list-style-type: none">Tyler Reporting ServicesTyler Forms ProcessingMunis OfficeRole Tailored DashboardTyler Content Manager SE		

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 4 OF 63



2	Core Human Resources / Payroll	<ul style="list-style-type: none"> • Payroll w/Employee Self Service • HR Management 	July 2017 or as defined in the Project Plan	April 2018 or as defined in the Project Plan
3	Community Development/Revenues	<ul style="list-style-type: none"> • Permits and Code Enforcement • Business License • Central Property • Citizen Self Service 	January 2018 or as defined in the Project Plan	October 2018 or as defined in the Project Plan
4	Work Orders	<ul style="list-style-type: none"> • Work Orders, Fleet & Facilities Management • Inventory 	July 2018 or as defined in the Project Plan	January 2019 or as defined in the Project Plan

A.3 Organizational Scope

Tyler will implement the functional scope and in-scope software modules for use across the entire Client including process considerations for all departments.

A.4 Data Conversion Scope

The following conversion options are a comprehensive list that represents the quoted modules included in the Tyler proposal and considered in scope. Requests to convert data outside of the contracted conversion options or failing to adhere to the noted conversion assumptions in section E.8.7 will be considered out of scope.

Conversion ID	Description
Accounting Opt 1 - Actuals	General ledger – actual account summary balances for up to 3 years, to be populated in the GL Master and GL Master Balance tables
Accounting Opt 2 - Budgets	General Ledger – budgeted account balances for up to 3 years, to be populated in the Munis GL Master and GL Master Balance tables. This can include the original budget, budget adjustments and revised budget
Accounting Standard COA	Chart of Accounts conversion from spreadsheet (to be provided during COA analysis)
Accounts Payable Opt 1 Checks	Check History
Accounts Payable Opt 2 - Invoice	Invoice History
Accounts Payable Standard Master	Vendor Master

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 5 OF 63



Business License Opt 1 – Bills	Business License Bills
Business License Std Master	License Master
Fixed Assets Opt 1 - History	Fixed Assets transaction history
Fixed Assets Std Master	Fixed Assets Master
General Billing Opt 1 - Recurring Invoices	General Billing - Recurring bill templates
General Billing Opt 2 - Bills	General Bills
General Billing Std CID	Customer File
Inventory Opt 1 - Commodity Codes	Commodity Codes
Inventory Std Master	Inventory Item Master
Payroll - Option 1 Deductions	Employee Deductions
Payroll - Option 2 Accrual Balances	Employee Accrual Balances
Payroll - Option 3 Accumulators	YTD, QTD, MTD Accumulators
Payroll - Option 4 Check History	Payroll Check History
Payroll - Option 5 Earning/Deduction Hist	Payroll Earnings and Deductions History
Payroll - Standard	Payroll Employee Master
Permits & Code Option 1	Applications
Permits & Code Option 2	Violations
Permits & Code Option 3	Inspections
Permits & Code Standard	Properties, Owners, & Contractors
Project Grant Accounting Opt 1 - Actuals	Project& Grants – actual account summary balances
Project Grant Accounting Opt 2 - Budgets	Project& Grants – budgeted account summary balances
Project Grant Accounting Standard	Conversion from Project & Grant spreadsheet (to be provided during COA analysis)
Purchase Orders - Standard	Open purchase orders with encumbrances
Work Order Opt 1 - Work Order Asset	Department Parameter Maintenance, Misc. Codes, Class Codes, Activity Maintenance for Preventative Maintenance Schedules, Component Maintenance.
Work Order Opt 2 closed Work Order History No Cost Data	No Cost Data. Auxiliary Code Tables, Department Parameter Maintenance, Activity Maintenance, Maintenance Tables.
Work Order Opt 3 - Work Order History With Cost Data	With Cost Data. Auxiliary Code Tables, Department Parameter Maintenance, Activity Maintenance, Maintenance Tables.

A.5 Import and Export Scope

The standard file layouts and methods will be used for each interface within Munis. For each standard interface, Tyler encourages that Client has an active support agreement with the third party system and for Client to be on a current version actively supported by the manufacturer/developer of the product installed. Client understands that not being on the supported version may have an impact on the use. Any

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 6 OF 63



requests to modify standard file layouts will follow the Scope/Contract Change Process defined in this Statement of Work.

A.6 Reports

Any changes or customizations of the standard delivered Munis reports requested by Client may result in a change order and additional cost.

The Tyler suite of programs contains hundreds of canned system reports, each utilizing configurable user-supplied parameters to provide hundreds of reporting variations. Report Writing training and the Report Library of over 200 reports via the Munis Support Website are included in this SOW.

Tyler Reporting Services (TRS) utilizes an SQL report writing tool called Business Intelligence for Visual Studio 2013 (SSDT-BI) to extract data from the Munis system and create custom reports. Once trained, Client will have the ability to create its own custom reports and modify any report from the TRS Report Library.

A.7 Workflows

All of the available workflow functionality in the licensed modules shall be considered in scope. Tyler consultants will work with Client resources to help identify, configure, and train on included workflow processes including preparation of the System Design Document – DED 5

A.8 Development Services

No Development Services have been identified at the time of this Statement of Work. If Development Services are necessary, an enhancement request must be submitted to Tyler Development and a quote will be provided.

A.9 Deliverables

Tyler will provide the Deliverables identified throughout this statement of work. Deliverables will be submitted as a work product for Client review and follow the Deliverable acceptance procedures defined in Section C.11.

Deliverable	Phase	Deliverable Number
Implementation Management Plans	Cross Phase	1-1
Phase 1		
Project Plan	1	1-2
User Manuals	1	1-3
Data Conversion Plan	1	1-4
System Design Document	1	1-5
Static Environment Test (SET) Plan	1	1-6
Modification Specifications	1	1-7
Pre-Live Checklist	1	1-8
Lessons Learned Document	1	1-9
Phase 2		
Project Plan	2	2-2

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 7 OF 63



Deliverable	Phase	Deliverable Number
User Manual	2	2-3
Data Conversion Plan	2	2-4
System Design Document	2	2-5
SET Test Plan	2	2-6
Modification Specifications	2	2-7
Pre-Live Checklist	2	2-8
Lessons Learned Document	2	2-9
Phase 3		
Project Plan	3	3-2
User Manual	3	3-3
Data Conversion Plan	3	3-4
System Design Document	3	3-5
SET Test Plan	3	3-6
Modification Specifications	3	3-7
Pre-Live Checklist	3	3-8
Lessons Learned Document	3	3-9
Phase 4		
Project Plan	4	4-2
User Manual	4	4-3
Data Conversion Plan	4	4-4
System Design Document	4	4-5
SET Test Plan	4	4-6
Modification Specifications	4	4-7
Pre-Live Checklist	4	4-8
Lessons Learned Document	4	4-9

A.10 Tyler Forms

Tyler's Form Library prices are based on delivering the specific form quantities listed below. Additional formats of forms listed below are extra. Custom forms, where custom designs are not required to meet any of Client's functional requirements, would require a change order. Please note that Tyler Forms requires the use of approved printers only.

- Payroll Library includes: 1 Payroll Check, 1 Direct Deposit, 1 Vendor from Payroll Check, 1 Vendor from Payroll Direct Deposit, W2, W2c, 1099R, 1095B and 1095C.
- Financial Library includes: 1 A/P Check, 1 EFT/ACH, 1 Purchase Order, 1099M, 1099INT, 1099S and 1099G.
- General Billing Library includes: 1 Invoice, 1 Statement, 1 General Billing Receipt and 1 Miscellaneous Receipt.
- Personnel Action Library includes: 1 Personnel Action form for new hires and 1 Personnel Action form for employee changes.
- Business License Library includes: 1 License, 1 Renewal
- Permits Library includes: 1 Building Permit, 1 Trade Permit, 1 Zoning Certificate, 1 Certificate of Occupancy
- Work Order/Pick Ticket Library includes: 4 (Total) Designs of Any Combination – Work Order and/or Pick Tickets

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 8 OF 63



Section B: Project Governance

B.1 Client Project Roles and Responsibilities

This section presents the roles and responsibilities for the key staff positions for the project. The joint team of Client and Tyler are responsible for designing, developing and delivering the final products of this project. The other party will be promptly notified in writing if Client or Tyler modify the named individuals below.

B.2 Client Decision Making

Decisions will be made in a timely fashion in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the project schedule as each analysis and implementation session builds on the decisions made in prior sessions. The following table identifies the type of decisions and project team members with decision authority:

Type of Decision	Client Decision Making Responsibility
Changes to SOW affecting project budget and/or timing and/or project goals	Executive Steering Committee
Client Policy Decisions	Executive Steering Committee
Changes to SOW not affecting project budget and/or timing and/or project goals	Client Project Manager
Acceptance of Control Points / Deliverables	Client Project Manager
Configuration Decisions	Client Project Team

B.3 Executive Project Sponsors:

The Client Executive Project Sponsors provide support to the project by allocating resources, providing strategic direction, communicating key issues about the project and the project's overall importance to the organization; and when called upon acting as the final authorities on all project decisions. The project sponsors will be involved in the project as needed to provide necessary support, oversight, guidance, and escalation, but will not participate in day-to-day activities. The project sponsors will empower the steering committee and project team to make critical business decisions for Client.

Resource	Title

B.4 Executive Steering Committee:

The Executive Steering Committee will understand and support the cultural change necessary for the project oversees the project team and the project as a whole. Through participation in regular internal meetings the Executive Steering Committee will remain updated on all project progress, project decisions, and achievement of project Control Points. The Executive Steering Committee will also provide support

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 9 OF 63



to the project team by communicating the importance of the project to each member's department along with other department managers in Client. The Executive Steering Committee is responsible for ensuring that the project has appropriate resources, providing strategic direction to the project team, and is responsible for making timely decisions on critical project or policy issues. The Executive Steering Committee also serves as primary level of issue resolution for the project. Executive Steering Committee members are identified below.

Resource	Title

B.5 Project Manager:

Client's Project Manager will coordinate project team members, subject matter experts, and the overall implementation schedule with Tyler. Client's Project Manager will serve as the primary point of contact with Tyler. The Project Manager will be responsible for reporting to the Executive Steering Committee and providing the majority of Client's change management communications and coaching.

B.6 Project Team:

The assigned Project Team will have detailed subject matter expertise and be empowered to make appropriate business process and configuration decisions in their respective areas.

The Project Team is tasked with carrying out all project tasks described in the Statement of Work including planning, business process analysis, configuration, documentation, testing, training, and all other required Client tasks. The Project Team will be responsible for and empowered to implement the new system in the best interests of Client consistent with the project goals, project vision, and direction from the Project Manager and Executive Steering Committee. Tyler will train members of the Project Team pursuant to requirements of this Agreement. Project Team Leads are identified below.

Resource	Function

B.7 Subject Matter Experts (SMEs)

Subject Matter Experts (SME's) will play an important role in the project to provide necessary expertise not found on the project team and to support project team activities. However, subject matter experts will have a primary responsibility to their "home" department.

SMEs will be Client's primary interface to all other users of the system throughout Client (the End Users). Client's End Users will ultimately be the users of the system in all areas through Client. SME

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 10 OF 63



proactive adoption of the system is vital to Client realizing success in this project. SMEs will be consulted throughout the process to provide feedback on business processes decisions, configuration decisions, training, documentation, and testing.

Resource	Title

B.8 Technical Team:

Client's Technical Team shall be primarily responsible for overall system administration, security, and workflow. The Technical Team will also handle all data conversions, interfaces, and reporting for Client. The Technical Team shall be responsible for system administration post go-live.

Client's technical team will be responsible for all technical aspects of the project. Technical team members are identified below.

Resource	Title

B.9 Upgrade Coordinator

The Client Upgrade Coordinator is the individual that is responsible for the coordination of activities related to upgrading Tyler's application during the project (if required). Additionally, this role is responsible for managing the upgrade process post go-live. Client Upgrade Coordinator will work with Tyler to do the following:

- Become familiar with the upgrade process and required steps
- Become familiar with Tyler's Release Life-cycle policy
- Utilize Tyler Community to stay abreast of the latest Tyler Release Life Cycle updates as well as the latest helpful tools to manage your upgrade process
- Assist with the upgrade process, if required, during implementation
- Manage upgrade activities post-implementation
- Manage upgrade plan activities
- Coordinate upgrade plan activities with Tyler and Client resources
- Communicate changes that will affect users and department stakeholders
- Obtain department stakeholder sign-offs to upgrade Live/Production environment
- Create and publish Client's site's multi-year, forward projection upgrade plan

Client Upgrade Coordinator(s) is/are identified below.

Resource	Title

B.10 Client Tyler University Manager

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 11 OF 63



To assist with the knowledge transfer of Tyler's products, Tyler provides a Learning Management System, or LMS, known as Tyler University. Tyler University is loaded with course curriculum and corresponding courses for users of all types. Client Tyler University Manager is responsible for the following roles:

- Work with the Tyler Project Manager(s) to map out standard curricula for users
- Communicate registration and enrollment requirements to Client users
- Monitor the progress of user's prerequisite courses
- Act as a Tyler University resource for users
- Work with Tyler Project Manager to import users

Client Tyler University Manager is identified below.

Resource	Title

B.11 Tyler Roles and Responsibilities

Tyler shall be responsible for the various tasks and roles in the following sections and tables.

B.12 Tyler Executive Oversight

The Tyler Vice President of Implementation has indirect involvement with the project and is part of the Tyler escalation process. This team member offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions. The Tyler Project Manager or Regional Manager will apprise the Vice President of Implementation of known issues that may require assistance or impede project performance.

Resource	Title	Key Personnel
Chris Webster	Vice President - Implementation	No

B.13 Tyler Regional Manager

Tyler Project Managers may consult the Regional Manager with issues and decisions regarding the project. The Tyler Regional Manager is responsible for:

- Assignment of consultants and ensuring that availability, or lack of availability for consultants assigned to the Client project does not negatively impact the Client timeline.
- Assisting the Tyler Project Manager with resolution of issues Monitoring progress of the implementation and ensuring the project is on target to meet the desired objectives
- Monitoring overall quality of the project including quality of consulting deliverables
- Providing proactive personal communication with Client's Executive Sponsors, Client's Steering Committee, and/or Client's Project Manager

Resource	Title	Key Personnel

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 12 OF 63



B.14 Tyler Project Manager

Tyler will assign the role of “Tyler Project Manager” by phase/module and that individual will be responsible for the following.

- Serve as primary point of contact for Client for those modules within that phase.
- Coordination of all Tyler resources across all activities including development, conversions, forms, installation, reporting, implementation, and billing.
- Monitor and manage overall project risks
- Communicate regularly with the Client project manager
- Track completion of project tasks
- Escalate outstanding issues for approval within Tyler or coordinate change order process.
- Monitor project quality
- Identify and timely communicate any Client risks that may negatively impact the project.

Tyler Project Manager is identified below.

Resource	Title	Key Personnel

B.15 Tyler Implementation Consultants

Tyler’s Implementation Consultants have Tyler Munis knowledge as well as industry knowledge of public sector practices and processes that will enable each consultant to advise Client on the most appropriate way of configuring Munis and overall achievement of the Client project scope and goals.

Tyler Implementation Consultants are identified below.

Resource	Title	Key Personnel

B.16 Tyler Developers

The Tyler Developers are offsite resources responsible for:

- Performing detailed requirement gathering for contracted modifications (in scope enhancements, custom reports and custom interfaces)
- Working with City to the existing development queue and existing product offerings to determine if the desired functionality can be provided in a less expensive fashion
- Creating and delivering functional specifications for contracted modifications
- Programming and incorporating modifications per the specifications into the base product
- Performing internal quality assurance and developing technical and help documentation
- Providing custom development packages to be loaded into the Tyler system via the Munis Internet Update (MIU) utility
- Performing and providing any necessary modification defect corrections

B.17 Tyler Implementation Programmers

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 13 OF 63



The Tyler Implementation Programmers are offsite resources responsible for:

- Validating customer data files are readable
- Developing customized conversion programs to convert legacy data into the Tyler database for production use according to defined mapping.
- Providing custom conversion packages to be loaded into Tyler's system via the Munis Internet Update (MIU) utility.
- Providing error reports on unsupported data conditions and the merging or normalization of data fields. Assisting Client with understanding and interpreting those reports.
- Perform modifications and corrections to customized conversion programs as data anomalies and exception conditions are discovered

B.18 Tyler Forms Designers

The Tyler Forms Designers are offsite resources responsible for:

- Providing specifications, or Forms Kits, for all forms in scope
- Reviewing requirements for equipment and supplies
- Developing and provide form mock-up designs
- Conducting review of client's form mock-up sheets
- Developing final form designs
- Testing forms and modifying as appropriate based on test results
- Working with Client team members on the results of functional testing and making changes to address issues from testing
- Configuring and installing forms software and approved forms
- Producing design and troubleshooting documentation for forms

B.19 Tyler Support Account Manager

Tyler Support Account Managers are offsite resources responsible for the following the first year after each phase go-live:

- Providing post-implementation client management and planning services
- Planning and preparing for key first year processes such as year-end and W-2 processing
- Assisting Client plan release upgrades

B.20 Tyler Technical Support Specialist

Tyler Support Specialists are offsite resources responsible for:

- Managing incoming customer issues via phone, email and online customer incident portal
- Documenting and prioritizing issues in Tyler's Customer Relationship Management (CRM) system
- Providing issue analysis and general product guidance
- Tracking issues and tickets to timely and effective resolution
- Identifying options for resolving the reported issue
- Reporting and escalating defects to Tyler Development

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 14 OF 63



- Communicating with customers on the status and resolution of reported issues

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 15 OF 63



Section C: Project Management

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

C.1 Project Plan Development and Management

Tyler will create the project plan for phase one within (thirty) 30 calendar days from the first project planning call, which is to occur after the contract signing and will help Tyler get the information necessary to complete the project plan. Project plans for phase 2, 3, and 4 shall be completed at least sixty (60) calendar days prior to the start of any Phase 2, 3, or 4 activities. Once the project plan is approved by Client, Tyler's project manager will edit and update as necessary as part of regularly scheduled project management meetings with Client's project manager(s).

All project tasks will be assigned to Client and/or Tyler and due dates which correspond with the overall project schedule. Project Tasks that are not completed by the due date may adversely affect the project schedule and live dates.

	Client Role	Tyler Role
Steering Committee/Regional Manager	<ul style="list-style-type: none">Review project plan	<ul style="list-style-type: none">Review project plan for compliance with SOW
Project Manager	<ul style="list-style-type: none">Work with Tyler project manager to develop project plan	<ul style="list-style-type: none">Take lead in developing project plan
Project Team / Implementation Consultant	<ul style="list-style-type: none">Review project plan	<ul style="list-style-type: none">Review and become familiar with full project plan
Subject Matter Expert / Other	<ul style="list-style-type: none">Identify applicable meetings/deadlines on project plan and plan accordingly	<ul style="list-style-type: none">Identify applicable meetings/deadlines on project plan and plan accordingly

C.1.1 Requirements/Notes

The Project Work Plan will contain:

- Project's activities and tasks
- Dates of project activities and tasks
- Specific resources assigned to project tasks
- Detailed Project schedule / Work Breakdown Structure (WBS) featuring phases, deliverables, and work packages
- Control Points and Deliverables
- Client Review Periods for Control Points and Deliverables
- Project Acceptance of Implementation Control Points
- Decisions will be made in a timely fashion in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the project schedule as each analysis and implementation session builds on the decisions made in prior sessions
- The project plan will be consistent with the SOW

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 16 OF 63



- All homework and other activities required of either the Client Project Team or Tyler consultants will be included on the project plan.

C.2 Project Status Reports

Tyler will prepare project status reports every month throughout the project. Project reports are intended for the Client Executive Sponsor, Client Steering Committee, Tyler Executive Oversight, and Tyler Regional Manager and provide the following key elements:

- Project Status
- Summary of accomplishments
- Status of Control Points and Deliverables
- Upcoming tasks and schedule
- Assist with Identification Issues/Risks (including issues/risk that may impact project goals)
- Planned risk mitigation strategy
- Summary of change requests.

Tyler Project Managers will also review project progress and status with the project leads and team members for both Tyler and Client on a bi-weekly basis, or more often if deemed necessary by either the Tyler Project Manager or Client Project Managers.

	Client Role	Tyler Role
Steering Committee/Regional Manager	<ul style="list-style-type: none"> • Review status reports 	<ul style="list-style-type: none"> • Review status reports
Project Manager	<ul style="list-style-type: none"> • Provide any necessary updates for status reports • Participate in bi-weekly status meetings • Review status reports 	<ul style="list-style-type: none"> • Prepare status reports • Post status report to project SharePoint • Facilitate bi-weekly status meeting
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Review status reports • Participate in bi-weekly status meeting if necessary 	<ul style="list-style-type: none"> • Participate in bi-weekly status meeting if necessary
Subject Matter Expert / Other		

C.2.1 Requirements/Notes

The format for the status reports will be mutually agreed as part of the project planning phase of the project.

Client will cooperate and provide information for inclusion on the status reports.

Tyler will submit status reports that identify issues related to the entire project.

The status reports will be delivered at least two (2) business days prior to any scheduled Executive Sponsor, Steering Committee, or Project Manager meeting at which the status reports are being discussed.

C.3 SharePoint

Tyler will provide a SharePoint site that will serve as the primary collaboration tool for use on the project. The SharePoint site will contain the project plan, all Tyler project documents, any Client project

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 17 OF 63



documents, any deliverables, sign offs, change orders, and other documents that will be shared with the project team.

	Client Role	Tyler Role
Steering Committee	<ul style="list-style-type: none"> Review SharePoint site as necessary 	<ul style="list-style-type: none"> Review SharePoint site as necessary
Project Manager	<ul style="list-style-type: none"> Manage Client information on SharePoint Site 	<ul style="list-style-type: none"> Manage overall SharePoint site include set up of SharePoint folders
Project Team / Implementation Consultant	<ul style="list-style-type: none"> Utilize SharePoint site for project documents (both posting and downloading) 	<ul style="list-style-type: none"> Utilize SharePoint site for project documents (both posting and downloading)
Subject Matter Expert / Other	<ul style="list-style-type: none"> Review SharePoint as necessary 	<ul style="list-style-type: none"> Post trip reports and other documents as necessary.

C.3.1 Requirements/Notes

As part of the Project Kick Off, The Tyler Project Manager will provide an overview of the SharePoint Site, its organization, included documents and policies for use.

The Client and Tyler will mutually agree upon SharePoint use for the project.

Tyler will perform a daily routine backup for all Client SharePoint sites using industry standard backup techniques and processes. Site-specific backup files can be provided as a billable service with a minimum of 4 hours charged for each backup file using the contracted Tyler rate for implementation services. Tyler does not provide SharePoint consulting services to restore provided backup files in client-hosted environment.

C.4 Agendas

Tyler's project manager will provide agendas at least 2 weeks prior to any on-site meeting. Agendas will include:

- Session Title
- Required Attendees
- Prerequisites (eLearning and documents)
- Session Topics
- Requirements (classroom)
- Known homework tasks to be assigned

	Client Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> Review Agenda Distribute to Meeting Participants 	<ul style="list-style-type: none"> Develop agendas Post agendas to SharePoint
Project Team / Implementation Consultant	<ul style="list-style-type: none"> Review Agendas prior to meeting 	<ul style="list-style-type: none"> Review agendas prior to meeting
Subject Matter Expert / Other	<ul style="list-style-type: none"> Review agendas prior to meeting 	<ul style="list-style-type: none"> Review agendas prior to meeting

C.4.1 Requirements/Notes

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 18 OF 63



- Upon submission of the agenda, Client shall review and provide comments or questions on the agenda within five (5) business days. Tyler shall make any required revisions promptly to allow for appropriate meeting preparation.
- All meeting participants will review meeting agendas prior to the meeting.

C.5 Executive Steering Committee Meetings

The Project Communications Plan developed at the beginning of the project (as part of the implementation management plan) will identify a meeting schedule for the Client Executive Steering Committee. The Executive Steering Committee will meet weekly and Client project managers, will prepare the Executive Steering Committee Agenda prior to all scheduled Executive Steering Committee meetings. The Executive Steering Committee agenda will include any issues that require approval at the next meeting. If necessary, Tyler's Project Manager, or Regional Manager may participate in the Executive Steering Committee meeting either in person or by phone.

	Client Role	Tyler Role
Steering Committee / Tyler Regional Manager or Tyler Executive Oversight	<ul style="list-style-type: none"> • Participate in meetings at least once per every 2 weeks 	<ul style="list-style-type: none"> • Participate in Steering Committees as necessary
Project Manager	<ul style="list-style-type: none"> • Develop agenda for steering committee meeting 	<ul style="list-style-type: none"> • Participate in Steering Committees as necessary
Project Team / Implementation Consultant		
Subject Matter Expert / Other		

C.5.1 Requirements/Notes

In the event that there are project issues that require Tyler's on-site participation, Client will not be required to reimburse the costs of travel for Tyler's Project Manager, Regional Project Manager, or Tyler Executive Sponsor's on-site participation Client may cancel Executive Steering Committee Meetings if there are not a sufficient number of items to discuss or if items can be deferred until the following meeting.

C.6 Site Reports

Each Tyler resource that is on-site for project activities with Client will provide a site-report and post to the Tyler SharePoint site. All site reports will contain meeting notes, issues, and documentation of any decisions during the visit. Site reports will be completed within one week for each visit. Tyler will be responsible for taking any issues or risks identified in the site reports and adding it to the Issues Log.

	Client Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> • Review site reports 	<ul style="list-style-type: none"> • Review site reports
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Review site reports 	<ul style="list-style-type: none"> • Complete site reports
Subject Matter Expert / Other		<ul style="list-style-type: none"> • Complete site reports

C.6.1 Requirements/Notes

- Any issues identified on the site report will also be identified on the Project Issues Log

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 19 OF 63



- All site reports will be completed no later than one week after completion of a site visit.
- All site reports will be reviewed and edited for quality by the Tyler project manager prior to posting to SharePoint for Client review.
- The Tyler Project Manager will be responsible for ensuring that site reports are complete and accurate.
- Completion of site reports will be part of acceptance criteria for each phase.

C.7 Issues Log and Issue Tracking

Tyler will maintain a list of issues (both open and closed) that have been identified for the project on the SharePoint site. Any project risks, key decisions, issues, disputes, or late tasks shall be identified on the Issues Log.

Upon identification of project issues, risks, and key project decisions both Tyler and Client team members are responsible for adding the issue to the Issues Log. For each identified issue, the following information will be captured:

- Issue Number
- Reported by/date
- Status (i.e. new, open, closed, pending)
- Module/Business Process
- Priority
- Issue
- Comments
- Findings
- Recommendations
- Resolution Assignment
- Date Tested
- Date Closed

Client and Tyler Project Managers will review the Issues Log during project status meetings, or in individual meetings as needed. Client and Tyler Project Managers will collaboratively assign a priority to each issue and identify the individual(s) responsible for facilitating its resolution. During the critical phases of the project, Client and Tyler Project Managers will review the issues log on a daily basis.

Issues identified through the Issues Log will be resolved by the implementation team or the Tyler implementation team will coordinate as necessary with Tyler's internal resources.

	Client Role	Tyler Role
Steering Committee / Tyler Regional Manager	<ul style="list-style-type: none"> • Serve as point of escalation of issues 	<ul style="list-style-type: none"> • Serve as point of escalation of issues
Project Manager	<ul style="list-style-type: none"> • Document and review issues 	<ul style="list-style-type: none"> • Document and review issues
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Document issues 	<ul style="list-style-type: none"> • Document issues
Subject Matter Expert / Other	<ul style="list-style-type: none"> • Report issues to Project Manager or Project Team Lead 	<ul style="list-style-type: none"> • Report issues to Project Manager

C.7.1 Requirements/Notes

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 20 OF 63



- At any time during the project, if Client is not satisfied with the level of response from the Tyler Project Managers or Tyler Regional Manager, or if the Tyler Project Manager or Tyler Regional Manager do not have the ability to make key decisions or resolve potential issues, Client will have the right to escalate the issue to the Tyler Executive Oversight Team. Tyler's Executive Oversight Team will have responsibility for overall project delivery.

C.8 Risk Management

Client and Tyler will jointly work to identify and communicate risks and identify strategies for mitigating the impacts of project risks.

	Client Role	Tyler Role
Steering Committee	<ul style="list-style-type: none"> • Address any issues escalated to the Steering Committee level 	<ul style="list-style-type: none"> • Address any issues escalated to the Steering Committee level
Project Manager	<ul style="list-style-type: none"> • Monitor risks and communicate any identified risks to the Tyler project manager and Steering Committee 	<ul style="list-style-type: none"> • Monitor risks and work with Client project manager to develop risk mitigation plans
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Communicate any risks to the Client project manager 	<ul style="list-style-type: none"> • Communicate any risks to the Tyler project manager
Subject Matter Expert / Other		

C.8.1 Requirements/Notes

- Risks will be monitored, recorded, and assessed using an agreed upon methodology in the Tyler Risk Plan. All risks will be actively monitored by both Tyler and Client
- Tyler will have responsibility for maintaining the project risk plan.

C.9 Scope/Contract Change Process

Tyler acknowledges that any scope change proposal that affects the total cost of the project is subject to the Client's policies and must provide adequate time for consideration. All scope change proposals shall be subject to the terms and conditions of Section 1.8 and 9.4 of the Agreement.

C.9.1 Implementation Services Change Process

If Client requires the performance of services, including any implementation, consulting, training, or conversion services that are not included in this SOW, or requires additional services, Client's Project Manager shall deliver to the Tyler's Project Managers an implementation services scope change request specifying the proposed work with sufficient detail to enable Tyler to evaluate it. Tyler, within ten (10) business days, or longer as may be mutually agreed between the parties, following the date of receipt of such change request, shall provide Client with a written scope change proposal containing the following:

- Detailed description of resources (both Tyler and Client) required to perform the change
- Implementation Plans
- Schedule for completion
- Acceptance criteria

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 21 OF 63



- Impact on cost and payment schedule
- Impact on project goals and objectives
- Price

C.9.2 Product Enhancement/Change Process

If the Client requires the modification of the products in scope, including any interface not in scope, the Client's Project Manager shall submit the request via the Enhancement Request Process documented on Tyler Community specifying the proposed enhancement with sufficient detail to enable Tyler to evaluate it.

Tyler has two different types of Product Enhancement Requests:

1. **Product Suggestions** - Suggestions will not be assigned submission numbers, will not be officially tracked and will not receive a response. Throughout the development planning cycle, Tyler's Strategic Review Committees will analyze thousands of suggestions. Tyler will work to identify patterns within the suggestions, which will help Tyler best determine the areas of the product needing to be addressed.
2. **Request for Development Quote** - Requests are submitted via the Request for Development Quote website, assigned a submission number for tracking purposes and reviewed by Tyler's Development Teams within thirty (30) business days, or longer as may be mutually agreed between the parties, following the date of receipt of such change request. If the request is not generally consistent with the current direction of the respective product Tyler will notify Client in writing; otherwise Tyler shall provide Client with a written development scope change proposal containing the following:
 - Specification
 - Schedule for completion
 - Minimum version requirements
 - Any additional implementation services required, such as project management, conversions, forms output and/or training outside of the current project scope
 - Impact on current cost and payment schedule
 - Impact on project goals and objectives
 - Response Due Date
 - Total cost

All Request for Development requests will be coordinated and/or approved first by Client Project Manager or other designee and Tyler Project Manager. Development requests will also be identified on the issues log and elevated to Client Executive Team for review at the next Executive Team meeting.

By the Response Due Date Client shall notify Tyler in writing if Client elects to proceed with the Development request. Tyler's Project Manager will submit the approved Development request to Tyler's Contract team to create a contract amendment. Tyler will schedule the work described in the Development change request upon Tyler's receipt of a signed contract amendment. If, by the Response Due Date, Client gives notice to Tyler not to proceed, or fails to give any notice to Tyler, then the scope change proposal shall be deemed withdrawn and Tyler shall take no further action with respect to it.

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 22 OF 63



	Client Role	Tyler Role
Steering Committee	<ul style="list-style-type: none"> Review and approve change proposals 	
Project Manager	<ul style="list-style-type: none"> Communicate requested changes to Tyler 	<ul style="list-style-type: none"> Coordinate change process Communicate requested changes to Client
Project Team / Implementation Consultant	<ul style="list-style-type: none"> Communicate issues, risks, and other potential change items to Client project manager 	<ul style="list-style-type: none"> Communicate issues, risks, and other potential change items to Tyler project manager
Subject Matter Expert / Other		

C.9.3 Requirements/Notes

- Client acknowledges that such scope change proposals may affect the implementation schedule and Go-Live Dates, which will be changed by mutual agreement.
- Within the timeframe specified in Tyler's scope change proposal, which timeframe shall not be less than ten (10) business days from Client Project Managers' receipt of such scope change proposal, Client shall notify Tyler in writing if Client elects to proceed with the change proposal.
- All scope change requests and scope change proposals will be approved first by Client Project Managers and Tyler Project Managers. Scope change requests that impact the project timeline and/or the project Control Points, including costs will also be elevated to Client Executive Steering Committee for review

C.10 Implementation Control Point and Deliverables:

When complete, all Deliverables and Control Points require acceptance from the Client project manager. Upon completion, the Tyler project manager shall notify the Client project manager and provide any necessary documents for review.

	Client Role	Tyler Role
Steering Committee	<ul style="list-style-type: none"> Review any issues escalated from the Client or Tyler project manager 	<ul style="list-style-type: none"> Review any issues escalated from the Client or Tyler project manager
Project Manager	<ul style="list-style-type: none"> Review and accept/reject Provide feedback on rejections Review control point and upon completion grant sign off 	<ul style="list-style-type: none"> Coordinate acceptance process Review control point and upon completion grant sign off
Project Team / Implementation Consultant		
Subject Matter Expert / Other		

C.10.1 Implementation Control Point and Deliverable Acceptance Process

At each control point identified in Section E.2 of the SOW, the Client project manager and Tyler project manager shall review project progress, project outcomes, deliverables, and current status. The following process will be followed for accepting Deliverables and Control Points identified in Section E.2 of the SOW:

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 23 OF 63



1. Tyler shall submit each Control Point or Deliverable to Client for review. Upon completion of each Control Point or Deliverable, Tyler shall present an acceptance form.
2. If Client does not agree that the particular Deliverable or Control Point has been met, Client shall notify Tyler, in writing, with its reasoning within ten (10) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the delivery.
3. Tyler shall correct any deficiencies and resubmit the Deliverable or Control Point within five (5) business days. Client shall then have five (5) business days from receipt of the resubmitted Deliverable or Control Point to accept or again submit written notification of its reasons for rejecting the Control Point or Deliverable. If Client does not sign off within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, the resubmitted Deliverable or Control Point will be deemed as accepted.
4. The process set forth in the paragraphs above shall continue until all issues have been addressed and the Deliverable or Control Point is accepted by the Client.
5. Acceptance will be initiated and managed by utilizing the Tyler SharePoint workflow approval process.

C.10.2 Requirements/Notes

- All review and acceptance periods will be identified on the project plan.
- The Client project manager will have decision authority to approve/reject all project Control Points and Deliverables
- Acceptance will be initiated and managed by utilizing the SharePoint workflow approval process.

C.11 Other Project Management Resources

C.11.1 Tyler University

To assist with the knowledge transfer of Tyler's products, Tyler provides a Learning Management System, or LMS, known as Tyler University. Tyler University is loaded with course curriculum and corresponding courses for users of all types. Courses provide step-by-step, interactive eLearning recordings that allows users to enroll and participate in session content on their schedule. Tyler University will be available to Client staff upon installation of Tyler's ERP system.

	Client Role	Tyler Role
Project Manager / Tyler University Manager	<ul style="list-style-type: none"> • Assist with creation of Tyler University user accounts • Ensure users are following curriculums • Monitor and communicate user progress to City management staff 	<ul style="list-style-type: none"> • Assist with creation of Tyler University user accounts • Provide user progress reports
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Complete Tyler University prerequisites prior to attending related knowledge transfer or training courses 	<ul style="list-style-type: none"> • Communicate and identify prerequisite content on agendas and site reports.
Subject Matter Expert / Other	<ul style="list-style-type: none"> • Complete Tyler University prerequisites prior to attending 	<ul style="list-style-type: none"> • N/A

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 24 OF 63



	Client Role	Tyler Role
	related knowledge transfer or training courses	

C.11.2 Knowledge Base

Tyler provides a knowledge base website that allows users to search and receive training materials such as videos, step by step documentation, how to documentation, etc. Documentation and Release Notes are included with every new release and are distributed with each new release. Additionally, release notes and documentation are updated within the support knowledge base. Knowledge base will be available to Client staff at the time of contract signing.

	Client Role	Tyler Role
Steering Committee		
Project Manager		<ul style="list-style-type: none"> • Provide reference to knowledge base documents
Project Team / Implementation Consultant		<ul style="list-style-type: none"> • Provide reference to knowledge base documents
Subject Matter Expert / Other		

C.11.3 Requirements/Notes

- Tyler will ensure that all referenced knowledge base documents are current and applicable for Client's project.
- References to documents on the knowledge base will be specific and direct Client to specific documents.
- Tyler will provide guidance and demonstrate to Client project team members how to use the knowledge base to find necessary information.

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 25 OF 63



Section D: Technology Architecture

D.1 Hardware Requirements

Appendix 2: Hardware Requirements outlines the recommended system requirements for servers and client workstations supporting and accessing the Tyler ERP system.

D.2 Environments

As part of the project, Tyler will assist Client in establishing the following environments. All hardware specifications, requirements, and required staffing will support development of all listed environments. During the implementation project, environments will be established separately for each phase.

- Testing
- Training
- Production/Live
- Implementation

D.3 Key Dates for Hardware Availability

To prevent delays in the implementation schedule, it is the responsibility of Client to have procured and installed all applicable hardware meeting the requirements listed in Section D.1 within sixty (60) calendar days after the effective date of the Agreement. Failure to have necessary hardware within sixty (60) calendar days may result in delay in installing the Tyler software on Client's hardware and may require changes to the implementation schedule.

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 26 OF 63



Section E: Implementation

E.1 Implementation Methodology Overview

Each phase of the project will be implemented using the methodology defined below. Throughout the project methodology, Tyler has established control points (critical review points) to ensure an organization fully understands and accepts the project and to ensure that Tyler is providing quality services to assist in Client's implementation. It is at these check points that organizational stakeholders monitoring the overall project (for both Tyler and Client) must formally accept the project to date. Once there is formal acceptance, the project will proceed to the next phase. Control points are defined in the section below and the process for accepting each is identified in Section C.10.

E.2 Control Points

To ensure quality and adherence to the methodology identified in this SOW, Tyler and Client have identified the following control points that must be formally accepted by respective Project Managers prior to moving on in the project. Control points are as follows:

Phase	Control Point	Description
1	1.1	Client Acceptance of Phase Schedule <ul style="list-style-type: none"> Kick-off complete Implementation Management plans accepted (DED 1-1) Project Plan accepted and posted to project SharePoint site (DED 1-2) User Manuals Provided (DED 1-3)
1	1.2	Chart of Accounts Design Acceptance <ul style="list-style-type: none"> Chart of Accounts analysis complete Chart of Accounts Workbook delivered Chart of Accounts conversion loaded into Test/Train
1	1.3	Authorization to Proceed to SET <ul style="list-style-type: none"> As-is/to-be analysis complete Data Conversion Plan accepted (DED 1-4) System design Document completed with initial to-be decisions (DED 1-5) Static Environment Test plan accepted (DED 1-6)
1	1.4	Authorization to Proceed to Implementation <ul style="list-style-type: none"> Static Environment Test complete System Design Document updated with to-be decisions (DED 1-5) Acceptance to load final Chart of Accounts into Live/Production
1	1.5	Authorization to Proceed to Live Preparation <ul style="list-style-type: none"> Training complete for all applicable processes Go-live planning complete

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 27 OF 63



		<ul style="list-style-type: none"> • Authorization to load Tyler Forms Libraries • Pre-live check list accepted (DED 1-8)
1	1.6	Sign-off to begin Live Processing <ul style="list-style-type: none"> • Go-live checklist complete • Authorization to load required data conversions into Live/Production • Authorization to begin live processing • Lessons Learned (DED 1-9)
1	1.7	Phase Closure <ul style="list-style-type: none"> • Post-live training topics scheduled, if applicable • Support transition call complete
2	2.1	Client Acceptance of Phase Schedule <ul style="list-style-type: none"> • Kick-off complete • Project Plan accepted and posted to project SharePoint site (DED 2-2) • User Manuals Provided (DED 2-3)
2	2.2	Authorization to Proceed to SET <ul style="list-style-type: none"> • As-is/to-be analysis complete • Data Conversion Plan accepted (DED 2-4) • System design Document completed with initial to-be decisions (DED 2-5) • Static Environment Test plan accepted (DED 2-6)
2	2.3	Authorization to Proceed to Training <ul style="list-style-type: none"> • Static Environment Test complete • System Design Document updated with to-be decisions (DED 2-5)
2	2.4	Authorization to Proceed to Live Preparation <ul style="list-style-type: none"> • Training complete for all applicable processes • Go-live planning complete • Authorization to load Tyler Forms Libraries • Pre-live check list accepted (DED 2-8)
2	2.5	Sign-off to begin Live Processing <ul style="list-style-type: none"> • Go-live checklist complete • Authorization to load required data conversions into Live/Production • Authorization to begin live processing • Lessons Learned (DED 2-9)
2	2.6	Phase Closure <ul style="list-style-type: none"> • Post-live training topics scheduled, if applicable • Support transition call complete
3	3.1	Client Acceptance of Phase Schedule <ul style="list-style-type: none"> • Kick-off complete • Project Plan accepted and posted to project SharePoint site (DED 3-2) • User Manuals Provided (DED 3-3)

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 28 OF 63



3	3.2	Authorization to Proceed to SET <ul style="list-style-type: none"> As-is/to-be analysis complete Data Conversion Plan accepted (DED 3-4) System design Document completed with initial to-be decisions (DED 3-5) Static Environment Test plan accepted (DED 3-6)
3	3.3	Authorization to Proceed to Training <ul style="list-style-type: none"> Static Environment Test complete System Design Document updated with to-be decisions (DED 3-5)
3	3.4	Authorization to Proceed to Live Preparation <ul style="list-style-type: none"> Training complete for all applicable processes Go-live planning complete Authorization to load Tyler Forms Libraries Pre-live check list accepted (DED 3-8)
3	3.5	Sign-off to begin Live Processing <ul style="list-style-type: none"> Go-live checklist complete Authorization to load required data conversions into Live/Production Authorization to begin live processing
3	3.6	Phase Closure <ul style="list-style-type: none"> Post-live training topics scheduled, if applicable Support transition call complete
4	4.1	Client Acceptance of Phase Schedule <ul style="list-style-type: none"> Kick-off complete Project Plan accepted and posted to project SharePoint site (DED 4-2) User Manuals Provided (DED 4-3)
4	4.2	Authorization to Proceed to SET <ul style="list-style-type: none"> As-is/to-be analysis complete Data Conversion Plan accepted (DED 4-4) System design Document completed with initial to-be decisions (DED 4-5) Static Environment Test plan accepted (DED 4-6)
4	4.3	Authorization to Proceed to Training <ul style="list-style-type: none"> Static Environment Test complete System Design Document updated with to-be decisions (DED 4-5)
4	4.4	Authorization to Proceed to Live Preparation <ul style="list-style-type: none"> Training complete for all applicable processes Go-live planning complete Authorization to load Tyler Forms Libraries Pre-live check list accepted (DED 4-8)
4	4.5	Sign-off to begin Live Processing <ul style="list-style-type: none"> Go-live checklist complete

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 29 OF 63



		<ul style="list-style-type: none"> • Authorization to load required data conversions into Live/Production • Authorization to begin live processing • Lessons Learned (DED 4-9)
4	4.6	Phase Closure <ul style="list-style-type: none"> • Post-live training topics scheduled, if applicable • Support transition call complete

* Note: Client may authorize Tyler to proceed with the project and withhold acceptance of the control point. For the control point to be accepted, all work identified under each must be complete.

E.3 Project Initiation

During this step, Tyler and Client will begin working to plan the project kick off meeting. The kick off will be scheduled and completed no later than sixty calendar (60) days after contract signing. During the kick off, Tyler's Project Manager will meet Client's project team and discuss project expectations and policies. All team members will be present for the project kick off.

E.3.1 Task – Project Kick Off

	Client Role	Tyler Role
Steering Committee	<ul style="list-style-type: none"> • Participate in kick off meeting 	
Project Manager	<ul style="list-style-type: none"> • Review SOW • Coordinate kick off meeting 	<ul style="list-style-type: none"> • Review SOW • Coordinate kick off meeting
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Review SOW • Participate in kick off meeting 	<ul style="list-style-type: none"> • Review SOW
Subject Matter Expert / Other	<ul style="list-style-type: none"> • Participate in kick off meeting 	

E.3.2 Requirements/Notes

- All Tyler project managers and implementation consultants will become familiar with the contract, SOW, and any applicable Client policies.
- The kick off meeting presentation will be a collaborative effort between Client and Tyler
- Tyler will lead development of the kick off presentation (Client to provide input) and the kick off presentation will be developed specific to the Client project (not a generic kick off PowerPoint template).
- Kick Off meetings will occur prior to the beginning of each phase.

E.3.3 Outcomes/Deliverables

- Deliverables: None.
- Project Outcomes:
 - Introduction of all key project team members
 - All project team members understand project and contract requirements

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 30 OF 63



- Client project team members understand Tyler implementation approach

E.4 Project Planning

Client and Tyler will work to develop customized project plans and implementation management plans that document key project management processes and policies. The project management plans will establish project policies for the duration of the project and be consistent across all phases of the project. Overall project planning will occur at the beginning of the project for all phases and the implementation management plan (DED-1) (as provided in Appendix 1: Deliverable Expectation Document) will be developed to cover all phases. As part of the implementation management plan tasks Tyler will provide change management training. The project plan, as defined in Section C.1, will occur in phases.

E.4.1 Develop Implementation Management Plans

	Client Role	Tyler Role
Steering Committee	• See DED 1	• See DED 1
Project Manager	• See DED 1	• See DED 1
Project Team / Implementation Consultant	• See DED 1	• See DED 1
Subject Matter Expert / Other	• See DED 1	• See DED 1

E.4.2 Develop Project Plan

	Client Role	Tyler Role
Steering Committee	• See Section C.1	• See Section C.1
Project Manager	• See Section C.1	• See Section C.1
Project Team / Implementation Consultant	• See Section C.1	• See Section C.1
Subject Matter Expert / Other	• See Section C.1	• See Section C.1

E.4.3 Requirements/Notes

- Project Planning will occur in full during Phase 1. For subsequent phases, the Tyler project manager and Client project manager will review plans and make any necessary changes, as applicable.

E.4.4 Outcomes/Deliverables

- Deliverables:
 - Deliverable 1: Implementation Management Plans (DED 1)
 - Deliverable 2: Project Plan/Schedule (DED 2)
 - Deliverable 3: Standard Tyler Munis User Manuals (DED 3)
- Project Outcomes:
 - Project Plan Complete
 - Project Plan Includes Full Scope of Project and is Consistent with SOW Tasks
 - Implementation Plans complete and all project stakeholders understand key project management processes and roles throughout the project.

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 31 OF 63



- Control Point(s):
 - Phase Schedule Accepted

E.5 Structural Foundation

The Structural Foundation includes tasks required to start a Munis implementation.

E.5.1 Chart of Accounts (CoA) design

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Build CoA Spreadsheet • Review and confirm CoA in spreadsheet was loaded correctly • Load converted CoA into Munis 	<ul style="list-style-type: none"> • Discuss CoA options • Facilitate discussions on CoA Best practices • Demonstrate CoA options in Munis • Train Client on preparing CoA Spreadsheet • Review and validate CoA spreadsheet
Subject Matter Expert / Other		

E.5.2 Software installation

	Client Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> • Coordinate software installation activities 	<ul style="list-style-type: none"> • Coordinate software installation activities
Project Team / Implementation Consultant		
Technical Team	<ul style="list-style-type: none"> • Assist with install 	<ul style="list-style-type: none"> • Install software

E.5.3 Initial System Administration Training

	Client Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> • Schedule training attendees 	<ul style="list-style-type: none"> • Coordinate Training
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Attend Training 	<ul style="list-style-type: none"> • Provide Training • Provide training materials/documentation
Subject Matter Expert / Other	<ul style="list-style-type: none"> • Attend Training (Client Technical Team) 	

E.5.4 Requirements/Notes

- Structural foundation will only occur for Phase 1

Chart of Accounts

- Client will complete the Tyler Munis CoA workbook as instructed by Tyler consultants

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 32 OF 63



- Tyler consultants will explain and follow up on any Client questions related to most applicable configurations of the CoA.
- Tyler consultants will review all federal, grantor, or other requirements for the Client chart of accounts and ensure that the set up will be sufficient to handle any reporting, tracking, or budgeting needs of Client.

Installation

- Tyler will install any third party software included as part of the scope of the project phase

System Admin Training

- System admin training will be provided for the Client Technical Team and select members of the Client Project Team.

E.5.5 Outcomes/Deliverables

- Deliverables: None.
- Project Outcomes:
 - Munis successfully installed and system installation accepted by Client
 - Chart of accounts defined and loaded into Munis.
- Control Point(s):
 - Chart of Accounts Design Acceptance

E.6 Knowledge Transfer

Knowledge transfer for the project includes tasks necessary to conduct an as-is analysis, provide to-be demonstrations, and document system set-up decisions. As part of the as-is analysis, Tyler will review all in-scope items (both functional and organizational scope) to best assess how the Client should be configuring Munis. Tyler consultants will review all Client documentation and be familiar with current processes prior to analysis meetings. As-is analysis is intended to review detailed Client needs and how Munis would be configured to meet these needs. However, Tyler acknowledges that the City's as-is process is not meeting the City's needs and does not necessarily reflect the City's desires for the structure or functionality of the work product to be delivered by Tyler.

E.6.1 As-Is Analysis

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Complete process questionnaires • Participate in As-Is Sessions 	<ul style="list-style-type: none"> • Review Client project documentation • Review as-is process maps • Provide process questionnaires • Conduct analysis of Client business processes • Identify detailed configuration requirements • Review inventory of processing,

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 33 OF 63



		configuration and data flow options
Subject Matter Expert / Other	<ul style="list-style-type: none"> Participate in As-Is Sessions 	

E.6.2 Data Conversion Analysis

Tyler consultants will complete a data conversion analysis. During the analysis current data systems will be reviewed and consultants will determine with Client staff a plan for data conversion. Data conversion plan will include:

- Scope of data conversion
- Level of detail converted
- Historical data converted
- Identification of current data sources
- Strategy and timing for data conversion

Tyler will provide detailed Conversion schemas as a guide to the types of data that can be converted, the specific fields available in Munis and other significant information. These schemas are distributed for all purchased conversions and help guide the data mapping process.

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> Make decisions on data conversion plans Identify current data to be converted 	<ul style="list-style-type: none"> Review contracted data conversions Review current data Provide recommendations for data conversion
Subject Matter Expert / Other	<ul style="list-style-type: none"> Identify current data to be converted 	

E.6.3 Security Analysis

Application security needs are defined during analysis. All user access roles and permissions are reviewed and options are discussed and implemented along with their particular module. Tyler will conduct the security analysis for all the types of users being implemented within each phase. As part of the security analysis, Tyler will deliver a security matrix to assist Client to identify appropriate permissions and roles needed to meet Client business processes.

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> Attend meetings Make security decisions Document security decisions in security matrix 	<ul style="list-style-type: none"> Review Client business process and facilitate process to define user access roles and permissions Identify correct Munis security features to match to Client business process decisions
Subject Matter Expert / Other		

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 34 OF 63



E.6.4 Workflow Analysis

Workflow business rules are defined during analysis and users will be trained to set up all workflow functionality to accommodate Client's business practices. All available workflow options are discussed and implemented along with their particular module analysis and setup training sessions. Tyler will conduct the workflow analysis for all workflows applicable to the modules being implemented and processes decided upon. As part of the workflow analysis, Tyler will deliver a workflow matrix to assist Client to identify appropriate workflow roles and processes configurations to meet Client business processes.

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none">• Attend meetings• Make workflow decisions• Document workflow decisions in workflow matrix	<ul style="list-style-type: none">• Review Client business process and facilitate process to define new Munis workflows• Identify correct Munis workflow features to match to Client business process decisions
Subject Matter Expert / Other		

E.6.5 Custom Interface Analysis

Custom Interfaces involve creating custom layout, web services, etc. for the purpose of receiving, sending, or exchanging data between Munis and a third party system.

So long as the 3rd party system integrating with Munis can use the existing Munis formats / methods, then programming charges will not be required. However, if Tyler needs to change any of its formats to meet the needs of 3rd party products, the desired changes would follow the process outlined in the Scope/Contract Change Process section.

Tyler will train on the standard import and export functionality within the contracted modules, as needed.

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none">• Identify requirements for interfaces• Coordinate third party interface needs/development• Document Interface	<ul style="list-style-type: none">• Review existing standard interface options within Munis
Subject Matter Expert / Other		

E.6.6 Program Modifications Analysis

Program customizations or modifications ("Program Modifications") require changes or additions in program functionality in order to affect some new, desired result within the Munis programs. No program

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 35 OF 63



modifications have been identified and contracted in the scope of this project. Desired changes would follow the process outlined in the Scope/Contract Change Process section.

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • See DED 07 	<ul style="list-style-type: none"> • See DED 07
Subject Matter Expert / Other		

E.6.7 To-Be Decisions

	Client Role	Tyler Role
Steering Committee	<ul style="list-style-type: none"> • Review business process decisions • Make decisions elevated to steering committee 	
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Make decisions on business process • Document system design decisions • Develop customized user documentation • Conduct internal meetings to review design decisions for Static Environment Test 	<ul style="list-style-type: none"> • Conduct analysis of desired process changes • Review available options • Review module parameters, code configurations and work flow options • Conduct analysis of set up tables codes and parameters • Review Munis set up options to facilitate to-be decisions • Prepare System Design Document (DED -5)
Subject Matter Expert / Other		

E.6.8 Requirements/Notes

- All project decisions will be documented in a system design document (DED 5).
- Project decisions and system design documentation will reference the Client functional requirements

E.6.9 Outcomes/Deliverables

- Deliverables:
 - Data Conversion Plan (DED 4)
 - System Design Document (DED 5)
 - Workflow Matrix
 - Security Matrix
 - Modification Specifications, if applicable (DED 7)
- Project Outcomes:
 - Review and analysis of all Client business processes in scope for project

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 36 OF 63



- Client and Tyler review of best practice recommendations and decision on to-be process
 - Client makes all necessary business process and configuration decisions
 - Tyler documents all Munis set up decisions in system design document
- Control Point(s):
 - Authorization to Proceed to Static Environment Test

E.7 Static Environment Test (SET)

The Static Environment Test (SET) is designed to test and prove the process decisions made during business process consulting. This test is completed on a clean database with a subset of hand entered (not converted) data provided by Client. This ensures that Client is familiar with the data being tested and is able to verify the processes as the test is conducted by Tyler staff. After the SET is complete, implementation activities such as conversions, core user training and testing will begin.

For the payroll phase of the project, SET will occur after initial set up table training and training on how to build employees. This will allow Client Core Users to view the process using their actual set up and data, and to make process decisions based on the required set up. The first pass of the employee master and deductions may also be done prior to the SET. The Tyler Project Manager will include all activities and their timing in the payroll phase project plan.

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Prepare/gather test data • Review and provide feedback on SET test script • Participate in SET Test Session • Assess project decisions and validate/correct project decisions. • Revise system design document as required. • Re-perform SET Test for any changes to major decisions 	<ul style="list-style-type: none"> • Develop SET Test Script (DED 6) • Facilitate and lead SET Test • Document results from SET Test • Re-perform SET Test for any changes to major decisions • Send forms output data to Tyler Forms team for each form in the scope of the respective Phase.
Subject Matter Expert / Other		

E.7.1 Requirements / Notes

- The Static Environment Test will be used to test business and configuration decisions. After the Static Environment Test, items that Client identified as open issues will be re-evaluated, new decisions made, and the items re-tested.
- The Static Environment Tests will be organized by module, but will include all necessary cross module processes so that Client can evaluate the integration between modules and its impact on business processes.

E.7.2 Outcomes/Deliverables

- Deliverable(s):
 - Static Environment Test Plan (DED 6)

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 37 OF 63



- Project Outcomes:
 - Major business process and Munis set up decisions are tested and validated.
 - Forms output data sent to Tyler Forms to begin the forms design process
 - Client ready to begin full configuration of Munis consistent with DED 5: System design document
- Control Point(s):
 - Authorization to Proceed to Implementation

E.8 Implementation

The implementation process includes table building and setup, data conversion and proofing, forms design and testing, modifications and interface testing, core user training, and parallel processing or process testing.

E.8.1 Table Building and Set Up

Tyler will train Client on all system set up tables (codes, global settings, user permissions, etc.). Client is responsible for entering codes into the live Munis database, as instructed.

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Client builds Set Up tables • Client builds Workflow 	<ul style="list-style-type: none"> • Train Client on completion of Set Up Tables according to analysis sessions • Train Client on Workflow completion
Subject Matter Expert / Other		

E.8.2 Data Conversion and Proofing

Tyler will train Client on the use of all programs needed to proof conversion data. That includes maintenance, inquiry, and reporting programs. Tyler will assist Client on all initial conversion passes so that Client has the necessary knowledge and tools to proof conversion data. Client is responsible for proofing conversion data and signing off before the conversions are loaded into LIVE.

Tyler will provide detailed Conversion schemas as a guide to the types of data that can be converted, the specific fields available in Munis and other significant information. These schemas are distributed for all purchased conversions and help guide the data mapping process.

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Client pulls data from legacy system (-) • Client produces balancing reports • Client documents and submits needed corrections to conversion 	<ul style="list-style-type: none"> • Train Client on methods for validating converted data in Munis
Subject Matter Expert / Other	<ul style="list-style-type: none"> • Client pulls data from legacy system (-) 	<ul style="list-style-type: none"> • Prepare system parameters and codes to align with data mapping

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 38 OF 63



	<ul style="list-style-type: none"> • Client produces balancing reports • Client is responsible for producing reports from the legacy system at the time of data extraction. These reports are critical for use during conversion validation • Load all conversion passes as directed by Tyler PM • Tyler will produce an error report outlining errors that result from running Client's data through the conversion program. Client is responsible for reviewing the report and investigating solutions • Client validates converted data using error reports, balancing reports, etc. 	<ul style="list-style-type: none"> • Write and execute program to convert submitted data according to crosswalk • Through analysis, fields in legacy systems and Munis will be outlined for conversion. Tyler staff will use best efforts to direct Client on the legacy source files and desired fields for conversion mapping • Tyler will program conversion programs according to the accepted file submission layout.

E.8.3 Forms Design and Proofing

Using the data extracted during the Static Environment Test process, output data is sent to Tyler's Forms Design team to create proofs for each of the forms in scope for the respective Phase. Tyler's Forms Team merges the data according to the decisions and options from the Forms Kits. The proofs are sent back to Client in an iterative process to review for accuracy or report any necessary adjustments. Once Form proofs have been accepted and forms are loaded on Client's server, testing continues throughout the balance of the implementation. The goal, at a minimum, is to print forms as part of SME training so that both the content and process are validated repeatedly.

	Client Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> • Client accepts form design and authorizes installation 	
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Client fills out Tyler Forms Kits • Client validates form design, content and layout • Submit forms to bank for approval. 	<ul style="list-style-type: none"> • Assist in data mapping questions • Assist in issue resolution
Subject Matter Expert / Other		<ul style="list-style-type: none"> • Tyler Forms creates form designs from Client mock-ups • Tyler Forms merges data from To-Be Test with Form designs • Tyler sends form design proofs for review and acceptance • Tyler Forms installs Forms Server on client Forms server • Tyler installs Forms Library on client forms server

E.8.4 Program Modifications/Interfaces

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 39 OF 63



In the event of an approved Scope Change involving a Program modification or interface, Tyler will provide all in-scope program modifications and interfaces according to the timelines mutually agreed to and documented on the project plan. Upon receipt of the program modification or interfaces, Tyler consultants will initially test the program modification or interface to ensure it meets the specifications identified in DED 7 and then submit to Client for additional testing.

	Client Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> Modification sign off 	<ul style="list-style-type: none"> Coordinate sign off
Project Team / Implementation Consultant	<ul style="list-style-type: none"> Client will validate performance of customization through repeated unit testing as well as process testing throughout implementation 	
Subject Matter Expert / Other		<ul style="list-style-type: none"> Tyler will program changes as outlined in the signed specification document. Changes subsequent to sign-off will be considered out of scope and may require repetition of previous steps Tyler's QA team will test customization within applicable, impacted modules Tyler will deliver and demonstrate customization as scheduled. Demonstration will include validating compliance with written specification Programs will be developed to import/export Tyler data in format required A document is created describing the interface and how to utilize it

E.8.5 SME Training

Tyler will train all Client SMEs to perform ongoing training of Decentralized End Users. The Tyler Project Manager will provide a proposed training schedule based on target live dates and availability of resources (Tyler Implementation Consultants, Client trainees, training room, etc.).

- Client Project Manager/Team will be trained according to the schedule developed by the Tyler Project Manager for the Education Plan detailed in the Tyler Implementation Management Plan (DED-01).

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> Attend training on completing Trial Run/Parallel processes Complete Trial Run/Parallel process steps, identify discrepancies and correct 	<ul style="list-style-type: none"> Perform test of Tyler Forms through process testing and training Train Project Team Leads/Subject Matter Experts on applicable Munis processing

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 40 OF 63



		<ul style="list-style-type: none"> • Train Client on completing Trial Run/Parallel processes • Train Client on process of printing and testing forms
Subject Matter Expert / Other	<ul style="list-style-type: none"> • Attend Training • Complete Trial Run/Parallel process steps, identify discrepancies and correct 	
Project Team/Change Management Leads	<ul style="list-style-type: none"> • Attend Change Management Coach sessions 	

E.8.6 Report Training

Training will be conducted during all phases of the implementation on Tyler reporting. Tyler uses a “train the trainer” approach, which will provide all members of the Client Project Team the training and tools necessary to fully use the Tyler reporting tools and to train additional users on the subject matter as they see fit.

	Client Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> • Coordinate report training 	
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Attend report training 	<ul style="list-style-type: none"> • Conduct report training
Subject Matter Expert / Other	<ul style="list-style-type: none"> • Attend report training 	

E.8.7 Requirements / Notes

- **Table Building and Set Up –**
 - All homework tasks will be listed on the project plan
- **Data Conversion -** Tyler makes the following assumptions in providing a fixed-price data conversion approach:
 - Legacy system data to be converted is provided in a non-proprietary format, such as fixed ASCII, CSV or character-delimited files
 - Each legacy system data file submitted for conversion includes all associated records in a single file layout
 - Each legacy system data file layout submitted for conversion remains static for all subsequent data submissions, unless mutually agreed upon in advance of the change.
 - Legacy system data validation and control reports are provided with each data submission to ensure data files are complete and accurate
 - Conversion validation is performed after each pass of converted data is loaded into a testing database. Use of control reports, filtering techniques, comparison reports and visual inspection are all part of this process. The purpose is to identify all issues with data, whether due to mapping inconsistencies, source data issues, data submission content or conversion programming errors. Client must review and provide authorization to proceed to final conversions before the pre-live period so that final conversion submissions have little or no risk of data or conversion programming issues. This authorization to proceed is necessary prior to live processing as the last step before data is loaded in the live database and live processing begins. This testing is part of pre-live assessment.

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 41 OF 63



- Tyler will program conversion programs according to the accepted file submission layout. This layout must be maintained consistently for all future data submissions.
- **Forms Design**
 - Client must receive bank approval for all check forms a minimum of thirty (30) calendar days before live processing. This testing is part of pre-live assessment.
- **Program Modifications/Interfaces**
 - Tyler will provide a separate DED 7 for each contracted program modification
- **SME Training**
 - Training documents and videos used as prerequisites for the sessions will be referenced on the agendas and available on the SharePoint site or linked to our Knowledge Base for easy access by attendees. Client will be responsible for printing the necessary documents for the users, as needed.
 - Prior to scheduled training sessions, all users must have access to the Munis training environment. The users must have logins established and know how to access the training environment.
 - Navigational Videos - Tyler will provide Knowledgebase URL links to any referenced or required Munis navigational videos to Client.

E.8.8 Outcomes/Deliverables

- Deliverable: None
- Project Outcomes:
 - Munis system has been configured to meet the functional requirements, SOW, and System Design Document (DED 5).
- Control Point(s):
 - Authorization to Proceed to Live Preparation

E.9 Live Preparation

This step allows the Project Team to review the status of the project and its readiness to go live on plan. As part of live preparation, Client will complete user acceptance testing, end user training, final data conversions, and prepare a pre-live checklist.

E.9.1 User Acceptance Testing

User Acceptance testing is conducted both leading up to and following end-user training. While some recommend that user acceptance testing is all performed post end-user training, Tyler supports incremental user acceptance testing through trial run processing in Financials and parallel processing in Payroll and Human Resources. Early trial runs and parallels will most likely not involve end-users, once again isolating them from any issues that may be discovered through the process. Once processes are stabilized and can be completed without significant error, the user acceptance testing will expand to include End Users. Once the implementation project is complete, Client will have sufficient time as identified in the agreement to conduct full user acceptance testing prior to go-live.

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 42 OF 63



	Client Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> • Coordinate User Acceptance Test 	
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Conduct User Acceptance Test 	
Subject Matter Expert / Other		

E.9.2 End User Training

Client trainers will provide training to all of Client's End Users. Tyler will ensure that Client trainers are properly trained to provide training to all of Client's End Users. Client will then be responsible for End User Training pursuant to full performance by Tyler of requirements to properly train the Client trainers.

E.9.3 End User Training

	Client Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> • Coordinate all logistics for End User Training 	<ul style="list-style-type: none"> • Provide template training materials and template training agendas • Train Client Trainers
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Develop training materials • Train End Users 	<ul style="list-style-type: none"> • Schedule and track completion of training on the project plan • Train Client Trainers
Subject Matter Expert / Other	<ul style="list-style-type: none"> • Attend Training 	

E.9.4 Pre-Live Planning

	Client Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> • Meet to outline go-live steps, requirements and assignments • Evaluate readiness of Client staff to perform live process from training and change management perspective 	<ul style="list-style-type: none"> • Meet to outline go-live steps, requirements and assignments • Evaluate readiness of Client staff to perform live process from training and change management perspective
Project Team / Implementation Consultant		
Subject Matter Expert / Other	<ul style="list-style-type: none"> • Client performs any desired stress testing 	

E.9.5 Final Data Conversions

	Client Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> • Client ceases activities in applicable legacy applications 	
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Client ceases activities in applicable legacy applications 	
Subject Matter Expert / Other	<ul style="list-style-type: none"> • Client ceases activities in applicable legacy applications • Client pulls Final Conversion data 	<ul style="list-style-type: none"> • Execute program to convert submitted final data according to crosswalk

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 43 OF 63



	<ul style="list-style-type: none"> and submits to Tyler Client validates converted data using error reports, balancing reports, etc. Client accepts final conversions and authorizes them to be loaded in Live Database Load data into Live environment 	<ul style="list-style-type: none"> Work with Client to confirm readiness to load data into Live environment
--	---	--

E.9.6 Requirements / Notes

User Acceptance

- User Acceptance periods will be scheduled in the project plan. Prior to User Acceptance, the system will be configured to meet all functional requirements.

End User Training

- End User Training will occur after User Acceptance is complete.
- Prior to scheduled training sessions, the Tyler and Client will make sure the following prerequisites are met:
 - Training Database - All users must have access to the Munis training environment. The users must have logins established and know how to access the training environment.
 - Tyler will provide interactive eLearnings to Client via Tyler University. The eLearnings demonstrate basic functions including: navigation, general concepts and process flow, add/update/output, search, and a common toolbar.

Pre-Live Planning:

- NA

Final Data Conversions

- NA

E.9.7 Outcomes/Deliverables

- Deliverable(s):
 - Pre-Live Checklist (DED 8)
- Project Outcomes:
 - All end-users included in training plan are trained on system and business processes
 - Client makes decision to go-live
- Control Point(s):
 - Signoff to Begin Live Processing

E.10 Live Processing

Upon the decision to go-live, Tyler's consultants will assist Client users in entering and completing transactions in the Live system as well as troubleshooting assistance for desired setup changes or data conversion issues.

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 44 OF 63



	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant		<ul style="list-style-type: none"> • Provide go-live assistance • Provide setup and data conversion troubleshooting
Subject Matter Expert / Other	<ul style="list-style-type: none"> • Client users utilize Munis for live processing 	

E.10.1 Requirements / Notes

- Client will track any open issues or new issues through the issues log during Live Processing.

E.10.2 Outcomes/Deliverables

- Deliverable: None
- Project Outcomes:
 - Client is using Munis for live processing

E.11 Post Live Process

After Client is using the system for live processing, Tyler will provide additional training using actual Client-processed data as outlined in the Requirements/Notes. A review of System Design document is done to ensure that the processes put into place using the Munis system are being adhered to, or adjusted as necessary.

Client, with input and assistance from Tyler, will be responsible to execute against the post-go-live support plan and provide post go-live support in order to complete the conversion to Munis. This will include functional and technical assistance from Tyler in the following areas, per phase:

- Problem analysis and resolution
- Problem tracking
- Guidance and mentoring to Client staff who provide Munis application support functions and user help desk support (problem resolution)
- Respond to help requests and resolve system defects
- Coaching users on use of the new system
- Support and direct assistance for business owner departments (Finance, Procurement, Benefits, Human Resources, Information Technology, etc.)
- Provide proactive support and special attention to processes and departments for functions that are run for the first time during the post go-live period and any functions that are executed for the first time after the go-live period

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Review policy and procedure decisions 	<ul style="list-style-type: none"> • On-site to resolve issues • Train Client on SSRS Reporting Tools

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 45 OF 63



	Client Role	Tyler Role
		<ul style="list-style-type: none"> Facilitate review of policy and produce decisions Provide training on reconciliation process
Subject Matter Expert / Other	<ul style="list-style-type: none"> Client users utilize Munis for live processing Record issues as identified 	<ul style="list-style-type: none"> Provide custom reports that are in-scope

E.11.1 Requirements / Notes

- Within the proposed go-live and through coordination with Client for the post-live plan, Tyler will provide post-go live support after go-live for each project phase.
- Tyler, within the proposed go-live, will also provide post-go live support for all key processes that are run for the first time outside of the initial post go-live support period, and if the initial provision of support is inadequate or does not resolve the issues presented after the first running of the key processes, Tyler will continue to provide support related to the initial issues for all key processes that are subsequently run until issues are resolved. Such events include:
 - Fiscal Year End Activities
 - End of Year Payroll and 1099 Activities
 - Benefits Open Enrollment
 - Budget Development
- On-site or scheduled training sessions are budgeted for in the Contract Sum agreed to in Section 2.1 of the Agreement and will be entered into the project plan. Non-scheduled support will also be available through Tyler Technical Support.
- Additional assistance beyond the phase/project closure (with the exception of resolving issues raised after the key processes are run for the first time outside of the initial post go-live support period) will be considered out of scope and will require a change order or purchase order for additional services. Additional assistance beyond that specified here will be considered out of scope and will require a change order.

E.11.2 Outcomes/Deliverables

- Deliverable(s):
 - Lessons Learned (DED 9)

E.12 Phase Closure

This process allows for a formal transition to the Munis support team and a review of the lessons learned during this phase of the project in order to use these lessons on other phases or projects within Client or at Tyler. Lessons learned will be gathered and documented at each status meeting, and the final lessons learned document will include the lessons documented throughout the project phase.

	Client Role	Tyler Role
Steering Committee	<ul style="list-style-type: none"> Grant final acceptance 	
Project Manager	<ul style="list-style-type: none"> Coordinate final acceptance process Grant final acceptance for the phase 	<ul style="list-style-type: none"> Initiate transition to support Facilitate Lessons Learned discussion and develop lessons learned document

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 46 OF 63



	Client Role	Tyler Role
Project Team / Implementation Consultant	<ul style="list-style-type: none"> Document issues 	<ul style="list-style-type: none"> Troubleshoot and resolve issues related to user acceptance testing
Subject Matter Expert / Other		

E.12.1 Requirements / Notes

- Tyler's consultants will perform training on the identified post-live processes.
- Client-authorized users shall document and report issues through the provided Tyler support resources

E.12.2 Outcomes/Deliverables

- Project Outcomes:
 - Transitioned to Tyler Support
 - Implemented system and Project satisfy all Statement of Work terms and functional requirements
 - Final Acceptance
- Control Point:
 - Acceptance of Project/Phase Closure

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 47 OF 63



Section F: Homework Requirements

The following outlines major expectations, requirements and, activities surrounding the implementation of the Munis solution:

- Tyler will provide in writing to Client the trainee prerequisites that must be completed prior to conducting all implementation or training sessions. All prerequisites will be identified on the project plan and communicated to Client in agendas for each implementation or training session.
- Tyler will provide in writing to Client project manager after each training or implementation session what tasks must be completed prior to Tyler personnel returning to the site. These tasks will be shown on the site report after each site visit and posted on the project SharePoint site. All tasks will also be listed on the project plan.
- Homework assignments and tasks will also be listed on the Project Plan along with due date and owner
- Typical homework items are as follows:
 - Complete set up of tables and codes based on training conducted
 - Practice on processes learned
 - Review any delivered documents prior to attending scheduled training session
- Should Client not be able to complete communicated prerequisites or tasks, the Client project manager is to bring it to the attention of the Tyler Project Manager immediately so that assistance can be offered or scheduling be revised.

Section G: Facility Requirements

The following outlines Client's requirements for providing a suitable work location to be used by the project.

- Client will provide a room to be used as a training lab for Tyler staff to transfer knowledge to Client resources as well as a place for Client staff to practice what they have learned.
- The room is to be set up in a classroom setting. The number of workstations in the room is to be determined by Client. It is Tyler's recommendation that every person attending a scheduled session with a Tyler Implementer have their own workstation; however, Tyler requires that there be no more than two people at a given workstation.
- A workstation is to consist of a computer that has access to the Munis training/test database and a printer.
- Client is to provide a workstation that connects to Munis for the Tyler trainer conducting the session. The computer must be linked to a projector so everyone attending the session is able to follow the information being communicated.
- In addition to computers and a printer, it is recommended that a phone be available in the room as well as a white board with markers and eraser.
- Client is responsible to schedule the training room for the sessions conducted by Tyler staff.
- Should phases overlap, it may be necessary to make multiple training facilities available.

01007.0007/325956.1

STATEMENT OF WORK
ERP PROJECT – FINAL SOW

PAGE 48 OF 63



Section H: Appendix

Appendix 1: Deliverable Expectation Document

A description of each summary deliverable is provided below. All deliverables will be provided electronically in the format used to prepare the deliverable (example: Microsoft Word, Excel) to allow for updates and revisions.

Deliverable Number: DED-1 (1-1)	
Deliverable Name: Implementation Management Plans	Phase: CROSS ALL PHASES
Objective: To provide procedures for project management and managing changes to the project scope, schedule or budget.	
Scope: Customized management plans to reflect Client's specific project approach. Management plans will document specific project management processes that are agreed upon between Client and Tyler project manager. As part of project planning, the Tyler project manager will review the SOW and contract with Client. The management plan will include all information and procedures for all phases of the project.	
Format: Microsoft Word	
Outline: <i>Resource Management Plan</i> <ul style="list-style-type: none">• Identify Tyler resources on project and specific roles/tasks for the project• Identify Client resources and what meetings/roles/tasks each needs to be included on• Determine method for identifying/communicating on-site resources <i>Communication Management Plan</i> <ul style="list-style-type: none">• Definition of Project Communications• Communication Methods• Key Stakeholders / Audiences for Each Communication• Frequency of Communications• Roles and Responsibilities <i>Risk Management Plan</i> <ul style="list-style-type: none">• Definition of Risks• Risk Assessment Methodology• Risk Documentation <i>Quality/Testing Management Plan</i> <ul style="list-style-type: none">• Testing Process• Testing Criteria• Process for Resolving Testing Issues• Quality Review Process / Deliverable Quality Review• Overall Project Quality Standards <i>Schedule Management Plan</i> <ul style="list-style-type: none">• Identify process for making adjustments to schedule <i>Change Management Plan</i> <ul style="list-style-type: none">• Develop Change Management Strategy• Identification of project concerns, risks and issues• Determine the types, frequency and delivery of communications• Identify Client resources and what meetings/roles/tasks each needs to be included on	

01007.0007/325956.1

Deliverable Number: DED-1 (1-1)

Education Management Plan

- Software/Hardware
 - How many databases will be utilized?
 - Will we establish a Financials Training environment separate from Payroll?
 - Who will refresh the training database?
 - Will a second server be utilized?
- Facilities
 - How many training rooms will be utilized?
 - Where are the training rooms?
 - How many workstations will be in each training room?
 - How many printers will be in each training room?
 - Other training room requirements (white board, phone, etc.)
 - Who will schedule the training room?
- Staff
 - How many students per teacher?
 - How many students per workstation?
 - What are the hours of training?
 - Who will be trained on each Munis application?
 - Who will take attendance?
 - Will management be present for each session?
 - Who will train the end-users Munis versus Project Team Leads)?
- Schedule
 - Who will determine the exact days for training?
 - Who will notify staff members?
 - How far in advance will the training schedule be built?
- Quality Control
 - How will Client determine if attendees have learned required training outcomes?
 - How will follow up training be administered?

Client Role:

- Attend project planning sessions scheduled by Tyler
- All project team members will participate in the development of these plans.

Tyler Role:

- Tyler will lead development of the plans and will have responsibility for documenting all decisions as part of the deliverable.

Acceptance Criteria:

- Client project team has read, understands, and agrees with the procedures and schedules within the Implementation Management Plan
- The deliverable contains all the components specified in the Outline of this DED and the SOW
- The respective Tyler and Client project team members have resolved all material content and/or quality issues.

Deliverable Number: DED-1 (1-1)
<ul style="list-style-type: none"> The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-02 (1-2, 2-2, 3-2, 4-2)	
Deliverable Name: Project Plan / Schedule	Phase: ALL
Objective: Task list with owners and due dates for successful completion of the project.	
Scope: See SOW Section C.1	
Format: Developed and maintained in MS Project and published on the Project SharePoint site.	
Outline: The project plan will follow the Tyler Implementation Methodology WBS and contain all WBS tasks, tasks necessary for completion of WBS tasks, Deliverables, Control Points, review/acceptance periods, and other key project events.	
Client Role: <ul style="list-style-type: none">• Review project plan• Contribute information necessary to complete and maintain project plan	
Tyler Role: <ul style="list-style-type: none">• Provide initial on-site and remote session schedule to client for approval• Create project plan• Post project plan to Project SharePoint site	
Acceptance Criteria: <ul style="list-style-type: none">• The client signs off on the project plan and schedule• The deliverable contains all the components specified in the Outline of this DED and the SOW• The respective Tyler and Client project team members have resolved all material content and/or quality issues.• The deliverable is free of formatting and spelling errors.	

Deliverable Number: DED-03 (1-3, 2-3, 3-3, 4-3)	
Deliverable Name: User Manuals	Phase: 1,2,3,4
Objective: Provide documentation on standard Munis functions	
Scope: Comprehensive user manuals for all Tyler modules purchased.	
Format: MS Word	
Outline: <ul style="list-style-type: none">• Overview of module• Detailed description of how to generally complete tasks in Munis• Identification of options, fields, and functions built into the Munis software.	
Client Role: <ul style="list-style-type: none">• Review User Materials• Update materials with Client-specific steps and processes	
Tyler Role: <ul style="list-style-type: none">• Provide training manuals on SharePoint.	

Deliverable Number: DED-03 (1-3, 2-3, 3-3, 4-3)	
Acceptance Criteria: <ul style="list-style-type: none"> The deliverable contains all the components specified in the Outline of this DED and the SOW The training materials will be updated to reflect current features and functions in the software version that Client is implementing. The respective Tyler and Client project team members have resolved all material content and/or quality issues. The deliverable is free of formatting and spelling errors. 	
Deliverable Number: DED-04 (1-4, 2-4, 3-4, 4-4)	
Deliverable Name: Data Conversion Plan	Phase: 1,2,3,4
Objective: Document conversion option decisions, timelines, tasks and validation methods.	
Scope: All conversions listed in Section A.5 that Client chooses to convert. As analysis sessions occur, the plan will be updated with scope of conversions, years of history, and fields to convert.	
Format: MS Excel	
Outline: <ul style="list-style-type: none"> Conversion options to be exercised Conversion options not to be completed, with description of change order action Timelines for each conversion option Reports and data validation recommendations 	
Client Role: <ul style="list-style-type: none"> Attend conversion and applicable module analysis sessions Participate in planning discussions Review and accept the conversion plan 	
Tyler Role: <ul style="list-style-type: none"> Provide conversion analysis Provide conversion specifications and guidelines Provide guidance on proofing methods and tools Create and provide the conversion plan 	
Acceptance Criteria: <ul style="list-style-type: none"> The deliverable contains all the components specified in the Outline of this DED and the SOW The respective Tyler and Client project team members have resolved all material content and/or quality issues. Data has been proofed and accepted in a test environment by the client. The deliverable is free of formatting and spelling errors. 	
Deliverable Number: DED-05 (1-5, 2-5, 3-5, 4-5)	
Deliverable Name: System Design Document	Phase: 1, 2, 3, 4
Objective: To document the decisions and processes resulting from analysis and identify how Client will use the Munis system.	
Scope: Detailed review of each in scope functional area, module, and business process to identify the current needs, business process requirements, business process and Munis configuration decisions, and detailed set-up notes for how Munis will be used. The document is to contain workflow, and security information where applicable.	

Format: MS Word and/or MS Excel
Sample Outline: Current Needs: <ul style="list-style-type: none"> • Identification of current process • Analysis of Munis fit/gap Client Decision Making: <ul style="list-style-type: none"> • Process Decisions • Munis Considerations • Follow Up Items Detailed Munis set-up considerations <ul style="list-style-type: none"> • Munis set up details • Modifications • Interfaces Other Information <ul style="list-style-type: none"> • Workflow Details • Security Details
Client Role: <ul style="list-style-type: none"> • Participate in all meetings and make decisions • Review the documents provided by the Tyler project team • Identify any discrepancies • Ask for clarification from the Tyler team, if necessary
Tyler Role: <ul style="list-style-type: none"> • Complete deliverable documenting decisions and Munis details • Post the analysis notes on the Project SharePoint site • Update deliverable based on feedback from the client
Acceptance Criteria: <ul style="list-style-type: none"> • The deliverable contains all the components specified in the Outline of this DED • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-06 (1-6, 2-6, 3-6, 4-6)	
Deliverable Name: Static Environment Test (SET) Plan	Phase: 1,2,3,4
Objective: Prepare the test script based on Client's process and set up decisions through As Is and To Be analysis.	
Scope: Tyler will lead Client in the step by step testing of Client business process decisions built into the functionality of Munis. This test will enable Client to see the way the system functions using their own data and business processes. Focus will be on helping Client understand the impact the desired business processes will have on the way the system functions and the impact of the system on Client business process decisions. The SET Test Plan will contain detailed testing scripts to test Client business processes.	
Format: MS Word document	
Outline:	

<ul style="list-style-type: none"> Detailed test scripts by business process for each functional area/module in scope for the project.
Client Role: <ul style="list-style-type: none"> Review the SET plan Provide feedback for additional processes to be tested
Tyler Role: <ul style="list-style-type: none"> Develop SET plan Modify SET plan prior to testing based on client feedback
Acceptance Criteria: <ul style="list-style-type: none"> The deliverable contains all the components specified in the Outline of this DED and the SOW The respective Tyler and Client project team members have resolved all material content and/or quality issues. The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-07 (1-7, 2-7, 3-7, 4-7)	
Deliverable Name: Program Modification / Interface Design Specifications	Phase: 1,2,3,4 (if applicable)
Objective: Review and understand Client requirements for the customizations and interfaces. Specification will contain a description and details of the intended program modifications and custom interfaces to be delivered to address the contract item – this document identifies exactly where and how the application programs will be changed.	
Scope: Any Program Modifications and Interfaces added to the scope via an approved Scope Change.	
Format: Word document to detail design specifications	
Outline: Word document provided by Development that will describe the proposed functionality desired by Client.	
Client Role: <ul style="list-style-type: none"> Client provides business practices and/or mandates that drive the need for the modification. Client reviews the design specification with Development and Implementation. Client signs off on final design specification. 	
Tyler Role: <ul style="list-style-type: none"> Development obtains clients business practices and/or mandates that drive the need for the modification. Development may suggest existing functionality to achieve the desired results. Implementation will provide relevant details for the client's suggested future Munis business practices. Development creates the design specification for the modification. Development and Implementation review the design specification with the client. Development updates the design specification with any requested changes, if applicable. Implementation PM makes adjustments to the modification task dates in the project plan, as necessary. Development obtains client sign-off of the design specifications. 	

Deliverable Number: DED-07 (1-7, 2-7, 3-7, 4-7)	
Modify specifications if required after development of modification.	
Acceptance Criteria: <ul style="list-style-type: none"> The deliverable contains all the components specified in the Outline of this DED The respective Tyler and Client project team members have resolved all material content and/or quality issues. The deliverable is free of formatting and spelling errors. 	

Deliverable Number: DED-08 (1-8, 2-8, 3-8, 4-8)	
Deliverable Name: Pre-Live Checklist	Phase: 1,2,3,4
Objective: Identify all tasks that will need to be completed for Go-live. Checklist will provide cutover timelines to cease processing in the legacy system, timeline for final conversions, contingency processing plans and instructions for decentralized departments.	
Scope: Implementation will provide the client with a checklist of items needed to be completed for Go-Live	
Format: MS Excel	
Outline: Sample activities from a Payroll Go-Live Checklist: <ul style="list-style-type: none"> Separation of duties between Payroll and HR determined and tested Validate process of starting a payroll, switch T & A users Review Dept. Time & Attendance process, proof reports Verify GL Distribution Posting correctly- Finance Dept. approval Verify appropriate permission levels on General, Time & Attendance and Payroll Run Processing for all users Checklist columns: <ul style="list-style-type: none"> Item ID Activity Owner Date Verified Client Approval (initials) Notes/Comments 	
Client Role: <ul style="list-style-type: none"> Review and complete the list of items required for go-live. 	
Tyler Role: <ul style="list-style-type: none"> Provide client with a list of items required for completion for the go-live, by phase. 	
Acceptance Criteria: <ul style="list-style-type: none"> The deliverable contains all the components specified in the Outline of this DED and the SOW The respective Tyler and Client project team members have resolved all material content and/or quality issues. The deliverable is free of formatting and spelling errors. 	

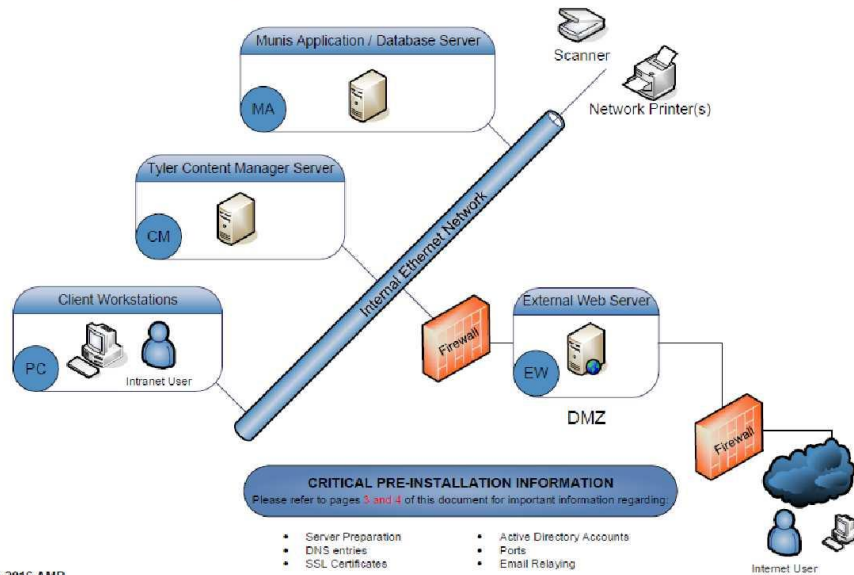
Deliverable Number: DED-09 (1-9, 2-9, 3-9, 4-9)	
Deliverable Name: Lessons Learned Document	Phase: 1,2,3,4
Objective: Document lessons learned to apply to future phases/projects	
Scope: All lessons learned specific to Munis implementation	
Format: MS Excel	
Outline: <ul style="list-style-type: none"> • ID • Date • Title • Phase • Lesson Value • Description and Impact • Recommendation(s) • Contact 	
Client Role: <ul style="list-style-type: none"> • Gather feedback • Participate in lessons learned session • Document and archive lessons learned 	
Tyler Role: <ul style="list-style-type: none"> • Lead lessons learned session • Develop after action Change Management review plan for subsequent phases • Archive lessons learned 	
Acceptance Criteria: <ul style="list-style-type: none"> • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors. 	

Appendix 2: Hardware Requirements

Tyler Technologies
ERP Virtual Hardware Recommendations
Munis v11.2
(For approximately 50 concurrent ERP users)

Rev 1.16

City of Carson, CA



Rev 1. 10-05-2016 AMB

01007.0007/325956.1

PAGE 57 OF 63
STATEMENT OF WORK

Recommended Production Hardware Configuration (Virtual Servers):

(MA) Munis Application / Database Server*

4 Intel Xeon Virtual CPUs / Cores
48 GB of dedicated memory
1 TB of disk storage (RAID 10 recommended):
100 GB C: Drive – Operating System
900 GB D: Drive – Applications and Databases
64 – bit Windows Server 2012 R2 Standard
64 – bit SQL Server 2014 Standard
1024-bit or higher SSL Certificate

(CM) Tyler Content Manager Server

4 Intel Xeon Virtual CPUs / Cores
24 GB of dedicated memory
300 GB of disk storage**:
100 GB C: Drive – Operating System
200 GB D: Drive - TCM Applications & TylerForms
64 – bit Windows Server 2012 R2 Standard
1024-bit or higher SSL Certificate

*The virtual machine containing the core Munis application should have the MAC address set to a static value in the hypervisor.

**TCM databases are stored on the MA server. TCM databases local to CM server (combined SQL/TCM) will require significantly higher disk space requirements and an additional SQL license.

(EW) External Web Server

1 Intel Xeon Virtual CPUs / Cores
12 GB of dedicated memory
100 GB of disk storage:
100 GB C: Drive – Operating System & Web Content
64 – bit Windows Server 2012 R2 Standard
1024-bit or higher SSL Certificate

Backup Solution– (not shown)

Offsite, Snapshots, Enterprise, Tape, etc.

SAN Unit – (optional, not shown)

iSCSI or Fiber Channel recommended

Note: Listed servers are representative of all necessary hardware required to deploy the applications. Multiple environments are contained independently within each server. Additional servers are not required for alternate environments (i.e. Train, Dev, Test), but can be utilized if requested.

Performance Notes:

Robust Munis performance and the subsequent end user experience rely primarily on properly provisioned and configured hardware infrastructure. This fundamental rule applies to physical, virtual and mixed infrastructure environments. Performance of the core Munis ERP Financials solution is primarily determined by the capability of the underlying database solution, Microsoft's SQL Server. In our experience the best indication of robust SQL performance is access to low latency, high performance 15k SAS or solid state drives configured in a RAID 10 disk array. Due to the rapid pace of change Tyler recommends that all sites interested in leveraging virtual servers to work closely with a vendor who is an expert in this arena. Tyler is available to work with you and your vendor of choice to ensure the proper infrastructure is designed and implemented for use with the Munis ERP Financial solution. Utilizing more than one network port in a server requires appropriate software and network configuration which is the responsibility of the client and/or hardware vendor.

Licensing:

Database and Operating System licensing is the responsibility of the client. Depending on the use of the software, often times core based licensing and external connector licenses are necessary. Some Tyler software provides database services to Internet users. We encourage all clients to contact their authorized Microsoft Software Vendor to determine what licensing is required.

Rev 1. 10-05-2016 AMB

STATEMENT OF WORK
ERP SYSTEM IMPLEMENTATION

Domain Users and Groups

'MunisUsers' Security Group – Any user who will access the core Munis application needs to be a member of this group.
Note: All users must have an active directory account and it is strongly encouraged that users are logging into their workstation with AD credentials. All user accounts must be on the same domain as the servers or a trusted domain.

'tylertech' user* – This is an administration account used to manage the servers and install Tyler software and underlying technology (SQL, SharePoint, etc.). This account is used to run many of the services on the server. This user only needs to be member of the local administrators group on each server.

'munis' user – This is the Munis core application super user. It is used by Tyler Support and Implementation for system administration and troubleshooting. The 'munis' user must be a member of this 'MunisUsers' group. This account name is case sensitive.

'MunisLDAP' user* – This user only needs to be able to read Active Directory for LDAP sync purposes.

'Tyler_SPFarmAdmin' user* – This is the SharePoint farm administrator account.

'Tyler_SPCache' user* – This is the distributed cache service account for SharePoint Foundation.

'Tyler_SPAppPool' user* – This is the application pool account for SharePoint Foundation and Dashboard.

Application Users – All users who are going to be using the Munis application need to have Active Directory domain accounts. If multiple domains are in use, then the domain the servers reside on must trust any domain a user account resides on. All users, from all domains, must be members of the 'MunisUsers' security group. Munis Self Service users are not required to have domain accounts.

*These accounts are used to run services. Tyler recommends setting passwords to not expire to prevent any impact to these services. If you need to change a password, please contact TSM Support for assistance. Passwords for these accounts can be communicated directly to the Tyler engineer or technician. Tyler Technologies strongly encourages the use of complex and unique passwords for each account.

Rev 1. 10-05-2016 AMB

TCP Ports

22 – 2 way communication between the (MA) Munis Application server and the Tyler MIU server (ftp.munis.com). This is used for downloading application updates. This traffic will always initiate from the MA server. (Note: this uses a SFTP connection)

5832 – 2 way communication between the (MA) Munis Application Server and the Tyler Bomgar Appliance (erpsupport.tylertech.com). This is for use of a Bomgar Jump Client. This traffic will always initiate from the MA server.

443 – 2 way communication between the (MA) Munis Application Server and the (EW) External Web server. This allows web service calls between the Munis Application and Munis Self Service. This traffic will always initiate from the EW server.

49876 – 2 way communication between the (MA) Munis Application Server and the (EW) External Web server. This is used for pushing updates to the Self Service products from the Managed Internet Update utility on the MA server. This traffic will always initiate from the MA server.

389 – 2 way communication between the (EW) External Web server and the domain controller. This is used for Mixed Mode authentication of the Munis Self Service product.

443 – 2 way communication between the (MA) and cafr.tylertech.net. This allows the CAFR license to be verified.

Internal Network – It is assumed that traffic will not be blocked between servers that reside on the internal network.

The following pertains to the use of Tyler Disaster Recovery Service only:

807 & 2546 – Outbound communication from the (MA) Munis Application Server and Tyler DR (yar-evault-dr1.tylertech.com). This is used for transferring backups.

8086 & 8087 – 2 way communication between the (MA) Munis Application Server and Tyler DR (208.64.239.123). This is used for WebCC and EVAULT monitoring and management.

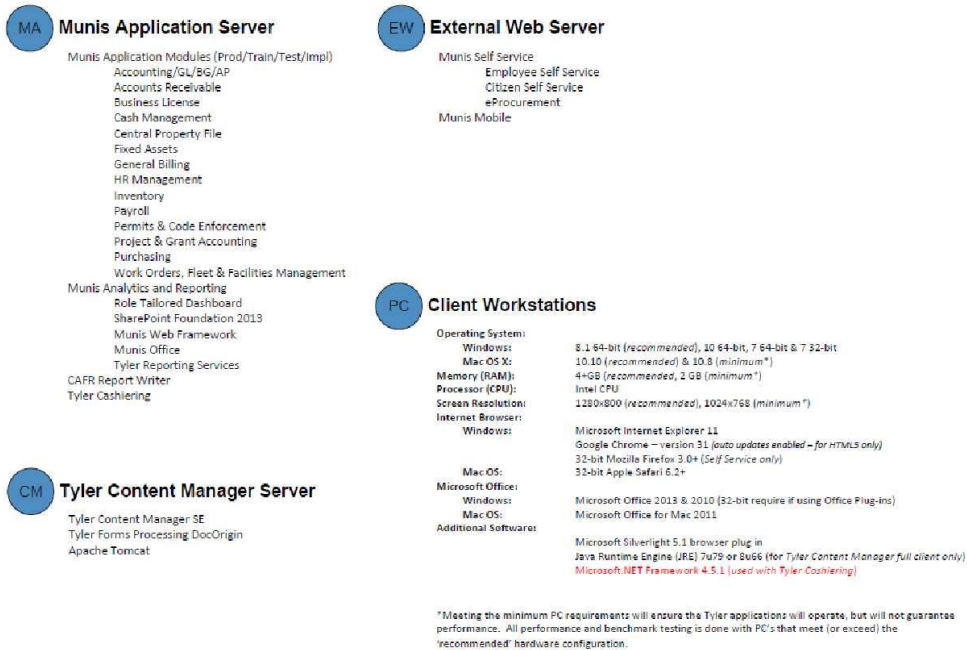
E-Mail Relaying

An SMTP email server is required for sending Munis notifications. E-mail will be sent from the (MA) Munis Application Server, (CM) Tyler Content Manager Server, and the (EW) External Web servers. Please open ports and enable relaying as necessary.

Server Preparation	DNS Aliases ^{5 6}																				
<p>In preparation for your software installation, please have the following tasks completed:</p> <ul style="list-style-type: none">• All servers fully built and provisioned• Operating System installed on servers²• Servers joined to the domain^{3 4}• Have SQL Server media available/mounted¹• Microsoft Updates enabled and applied (no .NET 4.6.x)• Firewall rules in place• Service accounts created/verified• 'tylervice' AD user added as local administrator• SSL certificates purchased or created and installed on the servers where they are to be used• DNS aliases created• All requested Tyler software downloaded to MA D: drive <p>¹ Tyler strongly prefers to install and configure SQL Server. ² Servers cannot be a domain controller. Tyler will be responsible for installing and configuring the required roles and features for each server. ³ Hostnames cannot be changed after the installation ⁴ Hostnames cannot contain underscores.</p>	<p>DNS Aliases need to be created for web applications. The following examples are commonly used by clients (where "yourdomain.org" represents your organizations domain).</p> <p>(MA) Munis App/DB Server (internal domain)</p> <table><tr><th>Application</th><th>Example of common DNS aliases</th></tr><tr><td>Munis Core Applications</td><td>munisapp.yourdomain.org</td></tr><tr><td>Dashboard Prod</td><td>munis.yourdomain.org</td></tr><tr><td>Dashboard Train</td><td>munistrain.yourdomain.org</td></tr><tr><td>Dashboard Test</td><td>munistest.yourdomain.org</td></tr><tr><td>Dashboard Impl</td><td>munisimpl.yourdomain.org</td></tr></table> <p>(CM) Content Management Server (internal domain)</p> <table><tr><th>Application</th><th>Example of common DNS aliases</th></tr><tr><td>Tyler Content Manager</td><td>tylercm.yourdomain.org</td></tr></table> <p>(EW) External Web Server (externally facing)</p> <table><tr><th>Application</th><th>Example of common DNS aliases</th></tr><tr><td>Munis Self Service</td><td>selfservice.yourdomain.org</td></tr></table> <p>⁵ It is strongly recommended that DNS Aliases are NOT changed once the server build has begun, or afterwards. ⁶ DNS Aliases cannot contain underscores.</p>	Application	Example of common DNS aliases	Munis Core Applications	munisapp.yourdomain.org	Dashboard Prod	munis.yourdomain.org	Dashboard Train	munistrain.yourdomain.org	Dashboard Test	munistest.yourdomain.org	Dashboard Impl	munisimpl.yourdomain.org	Application	Example of common DNS aliases	Tyler Content Manager	tylercm.yourdomain.org	Application	Example of common DNS aliases	Munis Self Service	selfservice.yourdomain.org
Application	Example of common DNS aliases																				
Munis Core Applications	munisapp.yourdomain.org																				
Dashboard Prod	munis.yourdomain.org																				
Dashboard Train	munistrain.yourdomain.org																				
Dashboard Test	munistest.yourdomain.org																				
Dashboard Impl	munisimpl.yourdomain.org																				
Application	Example of common DNS aliases																				
Tyler Content Manager	tylercm.yourdomain.org																				
Application	Example of common DNS aliases																				
Munis Self Service	selfservice.yourdomain.org																				
SSL																					
<p>Tyler requires all communication between their applications and end users be secured using SSL.</p> <p>The external web server must be secured with a certificate purchased from an external certificate authority.</p> <p>Tyler strongly recommends purchasing a wild card certificate from an external certificate authority. Wild Card certificates can typically be used to secure all servers and websites across the domain.</p> <p>Clients with an internal certificate authority can generate certificates to secure internal communication. Any workstation or device using the application would need to be on the domain or have the certificate manually installed.</p> <p>Internal communication can be secured using self signed certificates generated from each server. The self signed certificates can be pushed out to domain workstations using group policy or they have to be installed manually. This method is NOT recommended, as it can be challenging to revoke a certificate and requires interaction with individual workstations.</p>																					

Rev 1. 10-05-2016 AMB

Software – Components Itemized by Server



Rev 1. 10-05-2016 AMB

STATEMENT OF WORK
ERP SYSTEM IMPLEMENTATION

Networking Requirements

Overview

Tyler applications communicate over TCP/IP and a network infrastructure of 10/100 Mbps between workstation and server and gigabit (1000 Mbps) connections between servers is highly recommended.

All external web servers should reside in a Firewall DMZ. A 1024-bit SSL certificate is required and must be obtained by the client for all web and application servers to encrypt all traffic over HTTPS between the server and end users.

Bandwidth Requirements

Bandwidth usage can vary depending on application user type and their daily functions. Based on benchmarks through Tyler's SaaS data center and Test Lab, Tyler recommends the following bandwidth requirements:

Client to Server:

Minimum: Mobile broadband
Recommended: 10/100 Mbps
20-25 Kbps per concurrent user session

Server to Disk Subsystem (i.e. SAN):

Small server environments: iSCSI
Large server environments: Fiber

Server to Disk Subsystem (i.e. SAN):

Small server environments: iSCSI
Large server environments: Fiber

Remote access options including Remote Desktop Services (RDS), RemoteApp and Citrix are also supported and recommended for low bandwidth environments.

Tyler highly recommends sites with many anticipated remote users request a bandwidth utilization report for at least 1 month of recent usage from their ISP to ensure they have sufficient bandwidth available to meet these requirements, especially those considering Tyler SaaS Hosting.

Active Directory

Microsoft Active Directory is required for authentication with Tyler back office applications. All Tyler servers must be a member of a domain that includes Active Directory user accounts for all back office users. All workstations used to access back office applications must also be a member of the same domain to ensure an optimum end-user experience with Single Sign-On capability. Active Directory configuration and administration is the sole responsibility of the client and must be configured prior to installation of Tyler servers. Munis Self Service users do not require Active Directory accounts or access from workstations that are members of the domain.

Please consult Tyler's Installation Department to discuss using Tyler applications in advanced Active Directory environments.

Network Load Balancing

A hardware-based network load balancer is strongly recommended for multiple application servers. Tyler has tested the Barracuda Load Balancer (recommended model 340 or 440) and BigIP's F5 network load balancer.

Email Server

An SMTP email server is required for sending Munis notifications. While any SMTP server can be used for email notifications, Microsoft Exchange is required for the following advanced functionality:

- Automated scheduling in areas such as Scheduler Central for Permitting, Work Orders and Utility Service Orders as well as Work Order Facilities room reservations
- Automated archiving of emails initiated from the Munis system to Tyler Content Manager
- Appointment creation on records directly from the Munis client
- Tyler Dashboard web parts for Outlook Email, Outlook Calendar, Outlook Tasks and Outlook Contacts

Rev. March 2015

TylerForms Output Management Solution Printer Requirements

Our solution is designed for and guaranteed to work with HP black and white laser jet printers meeting the minimum requirements. For non-check forms we will make every effort to print to other networked printers that meet the technical requirements outlined above. While we routinely and successfully print other forms to many brands of laser printers, if we are unable to print to a printer on your site, you will be required to provide an alternate printer.

We do not program for tray calls or support tray calls. Printing from specific trays can and should be managed and controlled by clients at the printer level.

Check Printers

The following technical specifications must be met for check printing with the TylerForms Output Management Solution:

- HP Brand Black/White Laser Jet Networked Printer with Static IP Address
- High Speed USB 2.0 Port
- HP PCL 5e Personality or Language Installed
- Automatic Duplexing Included and Enabled
- Minimum Memory - 64MB
- Minimum of 80 Internal TrueType Scalable Fonts (80 HP Font Set)
- Minimum of 2 Full Input Trays (Manual Feed Tray not usable)
- Accommodates Letter and Legal Size Paper Stock
- Printers must have the latest firmware updates installed

IMPORTANT NOTE: We do not support HP printers that have been modified with TROY brand or any other 3rd party MICR security features for check printing.

Recommended TylerForms Check Printers

Please note that some of these printers may not be available from HP directly as they change printer models often. They are generally available from HP resellers and other retailers even if HP is no longer offering them directly.

- HPLJ 3015X HPLJ M606dn*
- HPLJ M604dn* HPLJ M606X
- HPLJ M605dn* HPLJ M806dn
- HPLJ M605X HPLJ M806X

*If using the HPLJ M604dn, HPLJ M605dn or M606dn you must purchase an additional input tray in order to meet the requirement of two full input trays.

Other Form Printers

The following technical specifications must be met for all other form (not check) printing with the TylerForms Output Management Solution.

- Network Laser Jet Printer with Static IP Address
- PCL 5e Personality or Language Installed
- Automatic Duplexing Included and Enabled*
- Minimum Memory - 64MB
- Minimum of 80 Internal TrueType Scalable Fonts
- Minimum of 2 Full Input Trays (Manual Feed Tray not usable)
- Accommodates Letter and Legal Size Paper Stock
- Printers must have the latest firmware updates installed

*Please note that for some non-check form designs you will need to have a duplexing capabilities.

Rev. April 2016

EXHIBIT “A-2”

MAINTENANCE AND SUPPORT AGREEMENT

Definitions: For purposes of this Exhibit A-2, “you” and “your” refers to the City, and “we” and “our” refers to Tyler.

Tyler Technologies, Inc. will provide you with the following maintenance and support services for the Tyler Software licensed to you. Capitalized terms not otherwise defined will have the meaning assigned to such terms in Exhibit B-1.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the date when we make the applicable Tyler Software available to you for downloading (the “Available Download Date”) and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms at Tyler’s then-current maintenance and support fees (subject to Exhibit C), unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Notwithstanding the above, unless earlier terminated, maintenance and support services shall terminate at the end of the term stated in Section 3.4 of the Agreement.

2. **Maintenance and Support Fees.** The maintenance and support fees for the Tyler Software licensed to you are listed in Exhibit C of the Agreement. We will provide you with at least forty-five (45) days written notice of any change in your annual 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 sixty (60) days of the due date. 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 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 conform the Tyler Software to the warranty set forth in your Agreement; 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 in order to provide maintenance and support services;
- 3.4 provide you with a copy of all 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 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. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we can't resolve a support issue remotely, we may be required to provide onsite services. 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 you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

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

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

6. 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); (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 beyond those outlined in this section will be billed to you at our then current rates.

7. Current Support Call Process. Our current Support Call Process is attached as Exhibit A-3.

EXHIBIT “A-3”

SUPPORT CALL PROCESS

1. 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.

2. 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

3. 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	

4. 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.
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.

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

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

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

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

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

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

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

I. Section 1.2, Consultant’s Proposal, is hereby amended to read as follows:

“The Scope of Service shall include the Consultant’s Statement of Work ~~scope of work or bid~~ which shall be incorporated herein by this reference as though fully set forth herein, and attached as Exhibit “A-1”. In the event of any inconsistency between the terms of ~~such proposal~~ the Statement of Work and this Agreement, the terms of this Agreement shall govern.”

II. Section 1.3, Compliance with Law, is hereby amended to read as follows:

“Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all applicable ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.”

III. Section 1.4, Licenses, Permits, Fees and Assessments, is hereby amended to read as follows:

“Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required of Consultant by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes associated with such licenses, permits and approvals, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder due to Consultant’s failure to obtain such licenses, permits and approvals.”

IV. Section 1.5, Familiarity with Work, is hereby amended to read as follows:

“By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. The parties agree that the standard to be applied to Consultant’s duties to investigate and become acquainted shall be commercially reasonable. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.”

V. Section 1.6, Care of Work, is hereby amended to read as follows:

“The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, resulting from Consultant’s negligence, recklessness or willful misconduct until acceptance of the work by City (with such acceptance not to be unreasonably withheld). ~~except~~ Consultant shall not be responsible for such losses or damages to the extent as may be caused by City’s own negligence, recklessness, or willful misconduct.”

VI. Section 1.8, Additional Services, is hereby amended to read as follows:

“City shall have the right at any time during the performance of the services, without invalidating this Agreement, to request ~~order~~ extra work beyond that specified in the Scope of Services or request to make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the ~~actual~~ costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.”

VII. Section 2.1, Contract Sum, is hereby amended to read as follows:

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation; for the First Term (as defined in Section 3.4), including reimbursement for actual expenses, shall not exceed One Million Thirty Two Thousand Six Hundred Twenty Seven Dollars and Sixteen Cents (\$1,032,627.16) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8. The not to exceed amount is based on the mutually agreed scope of services and may not be exceeded unless approved by the Contract Officer in advance pursuant to Section 1.8 of this Agreement. For the avoidance of doubt, in the event that the estimated travel budget provided for in Exhibit C is exceeded, Tyler shall continue to travel as needed to reasonably perform the services for the mutually agreed scope provided for under this Agreement, and City shall not be responsible for any reimbursements detailed herein for such travel.”

VIII. Section 2.2, Method of Compensation, is hereby amended to read as follows:

~~“The method of compensation is specified in Exhibit “C”. may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant’s rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.”~~

IX. Section 2.3, Reimbursable Expenses, is hereby amended to read as follows:

~~“Compensation may will include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses subject to Section 2.1 and as set forth in Exhibit C-3. Any travel expenses in excess of the not-to-exceed amount must be approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation pursuant to Section 1.8 of this Agreement to be eligible for reimbursement. The Contract Sum shall include the attendance of Consultant at all project meetings either mutually agreed by Consultant and City; or, as reasonably deemed necessary for complete performance of the terms of the Agreement by Consultant by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings. Consultant shall be able to attend any such meetings remotely if such remote attendance does not reasonably impair the ability of Consultant to provide to City full performance of the terms of the Agreement. The foregoing notwithstanding, Consultant may request an increase to the travel expense amount if onsite attendance of meetings is desirable but not required for Consultant to perform its obligations pursuant to this Agreement.”~~

X. Section 2.4, Invoices, is hereby amended to read as follows:

~~“Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form substantially similar to Exhibit C-2 in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by line item the following categories: labor (by sub category), travel, materials, equipment, supplies, and sub contractor contracts. Sub contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.~~

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will ~~use its best efforts to~~ cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and

undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will always occur within this time period. The foregoing notwithstanding, Consultant accepts that occasional, limited delays may result from warrant run procedures. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

XI. Section 3.1, Time of Essence, is hereby amended to read as follows:

“Time is of the essence in the performance of this Agreement. Time is of the essence means that both parties shall timely perform all their respective obligations in accord with the mutually agreed implementation plan so as to facilitate the efficient completion of the project.”

XII. Section 3.2, Schedule of Performance, is hereby amended to read as follows:

“Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference provided that City timely performs its obligations pursuant to this Agreement which are necessary condition precedents to performance of such services by Consultant. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.”

XIII. Section 3.3, Force Majeure, is hereby amended to read as follows:

“The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the reasonable judgment of the Contract Officer such delay is justified. The Contract Officer’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant’s sole remedy being extension of the Agreement pursuant to this Section.”

XIV. Section 3.4, Term, is hereby amended to read as follows:

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect from the Effective Date until six (6) years after

the Available Download Date, as defined in Exhibit A-2, section 1 ("First Term"). ~~until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").~~ City retains the option to thereafter renew this Agreement, including the Maintenance and Support Agreement, and any other ongoing services that Tyler may provide to the City, for one six (6) year term, and then subsequently for an unlimited amount of two (2) year terms. Such renewals shall be upon the same terms and conditions of this Agreement, require City to provide written notice to Consultant of such intention to renew at least sixty (60) days prior to expiration of the then-current term, are subject to mutually agreed modification to the Contract Sum and Term, and are conditioned on Tyler continuing to make such services generally available to its clients."

XV. Section 4.1, Representatives and Personnel of Consultant, is hereby amended to read as follows:

"The following employees principals of Consultant (~~"Principals"~~) are hereby designated as being ~~the principals and~~ representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Scott Parks
(Name)

Regional Project Manager
(Title)

Rob Kennedy-Jensen
(Name)

Senior Corporate Attorney
(Title)

~~It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing employees principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Consultant. Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make best every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance."~~

XVI. Section 4.5, Prohibition Against Subcontracting or Assignment, is hereby amended to read as follows:

"Section 4.5, Subcontracting or Assignment

(a) The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Consultant shall not contract with any other entity to perform in whole or in part the services

required hereunder without the express written approval of the City. Consultant contracting with any other entity to perform in whole or in part the services required hereunder, without the express written approval of the City, shall be considered a breach of this Agreement.

(b) If City provides express written approval for Consultant to contract with any other entity to perform in whole or in part the services required hereunder, then Consultant warrants and agrees that either:

- 1) The contract between Consultant and such entity shall require both the entity indemnify the City on the same terms and conditions as provided for indemnification in Section 5.3 ("Indemnification") of this Agreement, as well as provide insurance coverage to City on the same terms and conditions as provided for in Sections 5.1, 5.2 and 5.4 of this Agreement, with certificates and endorsements evidencing such coverage provided to City; or
- 2) Consultant shall indemnify the City for all acts or omissions of such entity on the same terms and conditions as provided for in Section 5.3 ("Indemnification") of this Agreement.

(c) In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the other party City, with the exception of the City's consent is not required for an assignment by Consultant to the surviving corporate entity which is the result of substantially all of Consultant's assets being the subject of a corporate merger, acquisition or purchase, provided that no such assignment shall occur unless the entirety of Consultant's obligations and duties to City, in whole and without amendment or impairment, as provided for in this Agreement, are transferred to, and accepted by, such surviving corporate entity. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

XVII. Section 5.1, Insurance Coverages, is hereby amended to read as follows:

"The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance, and as required below which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which

~~shall indemnify, insure and provide legal defense for the Consultant against any loss, claim covering claims or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.~~

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including “any auto” and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant’s profession. This coverage may be written on a “claims made” basis, ~~and must include coverage for contractual liability.~~ The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant’s services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Cyber Liability. Technology errors & omissions insurance with limits of \$5,000,000 per claim/loss, and \$5,000,000 in the aggregate. If coverage is maintained on a claims-made basis, Consultant shall maintain such coverage for an additional period of five (5) years following termination of the contract. Technology errors & omissions insurance shall include the following coverage:

- i. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- ii. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- iii. Liability arising from the failure of Consultant’s proprietary technology products (software) required under the contract for Consultant to properly perform the services intended.
- iv. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- v. Liability arising from the failure to render professional services as defined by industry standards appropriate to the technology being used.

~~(a) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.~~

Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B”.”

XVIII. Section 5.2, General Insurance Requirements, is hereby amended to read as follows:

~~All of the above~~ The Commercial General Liability and Automotive policies of insurance shall be primary insurance for claims arising out of this Agreement and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer shall, and is deemed hereof to, waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. ~~Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.~~

~~All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. Said insurance may not be amended such that it no longer complies with the requirements herein, or be cancelled by Tyler, without first providing thirty (30) days prior written notice by certified mail return receipt requested to the City.~~ In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, and additional insured endorsement forms ~~or appropriate insurance binders~~ evidencing the above insurance coverages and said Certificates of Insurance ~~or binders~~ are approved by the City. City reserves the right to inspect complete, certified copies of Consultant's Cyber Liability, Commercial General Liability and Auto Liability policies in the event a claim is denied or coverage is disputed by Consultant's insurance carrier and the City reasonably, in good faith, believes Consultant's policies should provide coverage. The City will make reasonable efforts to ensure the confidential treatment of any policy that the City is permitted to review. ~~and endorsements to all required insurance policies at any time.~~ Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured for the Commercial General Liability policy and the Automotive Insurance policy (providing the appropriate endorsement), ~~and shall conform to the following "cancellation" notice:~~

CANCELLATION:

~~SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.~~

[to be initialed] _____
Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance policies shall not provide any exclusion to Consultant's insurance shall apply applying separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. In the event Consultant has additional policy limits beyond the minimums required herein, the City shall be entitled to the full policy limit.

~~Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.~~ The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

~~In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.~~

XIX. Section 5.3, Indemnification, is hereby amended to read as follows:

“To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties” collectively and “Indemnified Party” individually) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity (i) arising out of or in connection with the negligent performance of (including failure to perform) the work, operations or activities provided herein of Consultant, its officers, employees, agents, ~~subcontractors~~ or invitees; or, any individual or entity for which Consultant is legally liable (“indemnitors”); or (ii) arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement; or (iii) arising from any allegation that any part, function or component of the Consultant Software misappropriates or infringes a patent, copyright or other intellectual property right; provided that, as to each of (i) – (iii), City promptly notifies Consultant of such claims, Consultant is given full control of the defense of such claims and any legal action related thereto, and City cooperates with Consultant in rendering reasonable non-monetary assistance in

the defense of such action. Consultant will promptly pay any judgment rendered against an Indemnified Party, for indemnified claims or liabilities; and Consultant agrees to save and hold an Indemnified Party harmless therefrom to the extent such judgment is subject to the within indemnification. In the event an Indemnified Party is made a party to any action or proceeding filed or prosecuted against Consultant for an indemnified claim or liability, Consultant agrees to pay to the City, its officers, agents or employees, any and all reasonable costs and expenses incurred by the Indemnified Party, inclusive of its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees. and in In connection therewith:

(a) ~~Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will promptly pay all costs and expenses, including its legal costs and its attorneys' fees incurred in connection therewith~~ with an indemnified claim or liability;

(b) ~~Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;~~

(c) ~~In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.~~

(b) Consultant's obligations under 5.3(iii) will not apply to the extent the claim or adverse final judgment is based on City's: (a) combining the Consultant Software with any product or device not provided, reasonably contemplated, or approved by Consultant; (b) altering or modifying the Consultant Software, including any modification by third parties at City's direction or otherwise expressly permitted by City; (c) use of the Consultant Software in contradiction of this Agreement, including with non-licensed third parties; or (d) willful infringement by the City or any third party at the City's direction.

(c) If Consultant receives information concerning an infringement or misappropriation claim related to the Consultant Software, Consultant may, at Consultant's expense and without obligation to do so, either: (a) procure for City the right to continue its use; (b) modify it to make it non-infringing (provided such modification is functionally equivalent); or (c) replace it with a functional, mutually agreeable equivalent.

(d) If, as a result of an infringement or misappropriation claim, City's use of the Consultant Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which Consultant consents), Consultant will, at Consultant's option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing (provided such modification is functionally equivalent); (c) replace it with a

functional, mutually agreeable equivalent; or (d) terminate this Agreement in accordance with the provisions of Section 7.7 and refund the license fee for the infringing software, as depreciated on a straight-line basis measured over seven (7) years from the Applicable Download Date, as well as a prorated amount of maintenance and support fees for the infringing software for the then-current maintenance and support annual term (based on the date of termination) and any prepaid term, if a maintenance and support agreement is in place.

~~Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The To the fullest extent permitted by law, the provisions of this Section do not apply to the extent such claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement."~~

(e) In the event of a third-party claim that the DocOrigin functionality embedded in the Tyler Forms Processing module infringes or misappropriates a third-party's intellectual property right, Tyler will seek indemnification for the City for that claim from the DocOrigin Developer to the fullest extent permitted for indemnification for Tyler, under any and all Tyler agreement(s) with the DocOrigin Developer.

XX. Section 5.4, Sufficiency of Insurer, is hereby amended to read as follows:

"Insurance required by this Agreement shall be satisfactory only if issued by companies ~~qualified~~ authorized to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the City may request that Consultant modify the insurance requirements herein, which shall be at Consultant's sole discretion. Any such change shall only be valid upon mutual agreement the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager."

XXI. Section 5.5, Disclaimer and Limitation on Liability, is hereby added and reads as follows:

(a) DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TYLER HEREBY DISCLAIMS 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.

(b) LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TYLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF TYLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, TYLER'S 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 CITY'S ACTUAL DIRECT DAMAGES.

XXII. Section 6.4, Confidentiality and Release of Information, is hereby deleted in its entirety and replaced with the following:

“(a) All information gained (including, but not limited to, social security numbers, home addresses, personal phone numbers, bank routing numbers and credit card information) or work product produced by Consultant, its officers, employees, agents or subcontractors in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant, its officers, employees, agents or subcontractors shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors shall not authorize, or allow, access to information gained from City (including, but not limited to, social security numbers, home addresses, personal phone numbers, bank routing numbers and credit card information) by Consultant, its officers, employees, agents or subcontractors in performance of this Agreement, without prior written authorization from the Contract Officer, except as reasonably required to perform its obligations under this Agreement.

~~(b) — Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.~~

~~(c) — If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.~~

~~(d) — Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be~~

~~present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.”~~

XXIII. Section 7.2, Disputes; Defaults, is hereby amended to read as follows:

~~“In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the~~ The City shall ~~may~~ give notice to Consultant of ~~an asserted~~ the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe shall be no less than ~~is presumptively~~ thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold ~~all invoices~~ the itemized portions only of invoices directly associated with the default and shall, when the default is cured, proceed with payment on such itemized portions of the invoices associated with the asserted default. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices being withheld pursuant to this section during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant’s default shall not be deemed to result in a waiver of the City’s legal rights or any rights arising out of any provision of this Agreement. In the event of any termination, City will timely pay Consultant for all undisputed fees and expenses related to products, software, or services City has received from Consultant in accordance with the requirements of this Agreement.”

XXIV. Section 7.3, Retention of Funds, is hereby deleted and replaced with the following:

“If City believes any delivered product or service does not conform to the warranties or requirements of this Agreement, City will provide Consultant with written notice within forty-five (45) days of City’s receipt of the applicable invoice. The written notice must contain sufficient detail of the issues City contends are in dispute. Consultant will provide a written response within fifteen (15) days to City that will include, as appropriate, either a justification of the invoice, an adjustment to the invoice, or a proposal for an action plan addressing the issues presented in City’s notice. If either party believes an action plan is necessary, then the parties will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by both parties to resolve any issues presented in City’s notice. City may only withhold payment of amount(s) actually in dispute pursuant to the notice provided by City to Consultant, until Consultant completes the action items outlined in an action plan agreed to by both parties. Failure of the parties to agree to an action plan shall not obligate the City to remit payments withheld under this Section 7.3. If the parties are unable to complete the action items outlined in the action plan because of City’s clear failure to complete the items agreed by City to be done, then City will timely remit full payment of the amounts being withheld.

Subject to City’s exercise of its rights under this Agreement, including but not limited to under Sections 7.2 and 7.3 of this Agreement, Tyler reserves the right to suspend delivery of

services, including maintenance services, if City fails to pay an invoice as required by this Agreement.”

XXV. Section 7.6, Legal Action, is hereby amended to read as follows:

“In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall if required by law, file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.”

XXVI. Section 7.7, Termination Prior to Expiration of Term, is hereby amended to read as follows:

“This Section shall govern any termination of this Contract, subject to the following Section for Termination for Default. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days’ written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer provided that Consultant, in any event, is permitted a reasonable opportunity to remedy the asserted fault(s). In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days’ written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine provided that City, in any event, is permitted a reasonable opportunity to remedy the asserted fault(s). Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all products and services rendered and expenses incurred prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for all undisputed fees and expenses related to software, products, and/or services, pursuant to this Agreement, which either City has received from Consultant, or Consultant has incurred or delivered, prior to the effective date of termination ~~the reasonable value of the work product actually produced hereunder~~. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.”

XXVII. Section 7.8, Termination for Default of Consultant, is hereby deleted in its entirety and replaced with the following:

“If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City is entitled to City’s actual direct damages caused by such termination to the fullest extent as provided for by California law ~~may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise,~~

~~and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set off or partial payment of the amounts owed the City as previously stated."~~

XXVIII. Section 7.9, Attorneys' Fees, is hereby amended to read as follows:

"If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding arising under in any way connected with this Agreement, the prevailing party in such action or proceeding, to the extent such party is City or Consultant, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment."

XXIX. Section 7.10, Delivery of City Data, is added and reads as follows:

"In the event of any termination or non-renewal of this Agreement, Consultant shall promptly deliver to City all City data in Consultant's possession at the time of termination in a reasonable format mutually agreeable to the Parties."

XXX. Section 8.1, Non-liability of City Officers and Employees, is hereby amended to read as follows:

"No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor under this Agreement, or for breach of any obligation of the terms of this Agreement."

XXXI. Section 9.6, Warranty & Representation of Non-Collusion, is hereby amended to read as follows:

"No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration,

or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will constitute grounds for termination or, if and to the extent required by applicable law, render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____”

XXXII. Exhibits A-1, A-2, A-3, B-1, C-1, C-2, C-3, and E are hereby incorporated into this Agreement.

EXHIBIT “B-1”

ADDITIONAL TERMS

I. DEFINITIONS

“Agreement” means the Contract Services Agreement by and between City of Carson (“City”) and Tyler Technologies, Inc. (“Consultant” or “Tyler”) including all exhibits incorporated therein.

“Business Travel Policy” means Tyler’s business travel policy. A copy of the current Business Travel Policy is attached at Exhibit C-3.

“Defect” means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in the Agreement, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Tyler’s maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in Tyler’s then-current Documentation.

“Developer” means a third party who owns the intellectual property rights to Third Party Software.

“Documentation” means any online or written documentation related to the use or functionality of the Tyler Software that Tyler provides or otherwise makes available to City, including instructions, user guides, manuals and other training or self-help documentation.

“Investment Summary” means the agreed upon costs for the software, products and services attached as Exhibit C-1.

“Maintenance and Support Agreement” means the terms and conditions governing the provision of maintenance and support services to all Tyler customers. A copy of the Maintenance and Support Agreement is attached as Exhibit A-2.

“Support Call Process” means the support call process applicable to all of Tyler’s customers. A copy of Tyler’s current Support Call Process is attached as Exhibit A-3.

“Third Party End User License Agreement(s)” means the end user license agreement for the Third Party Software attached as Exhibit E.

“Third Party Hardware” means the third party hardware, if any, identified in the Schedule of Compensation in Exhibit C.

“Third Party Products” means the Third Party Software and Third Party Hardware.

“Third Party Software” means the third party software, if any, identified in the Schedule of Compensation in Exhibit C.

“**Tyler Software**” means Tyler’s proprietary software and related interfaces identified in the Schedule of Compensation in Exhibit C-1 and licensed by Tyler to City through this Agreement.

II. SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 Tyler grants to City a license to use the Tyler Software for City’s internal business purposes only, in the scope of the internal business purposes disclosed to Tyler as of the Effective Date. City 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. City’s rights to use the Tyler Software are perpetual but may be revoked if City does not comply with the terms of this Agreement.

1.2 The Documentation is licensed to City and may be used and copied by City’s employees for internal, non-commercial reference purposes only.

1.3 City 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 The license terms in this Agreement apply to updates and enhancements Tyler may provide to City or make available to City through the Maintenance and Support Agreement.

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

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

2. Software Warranty. Tyler warrants that the Tyler Software will perform without Defects as long as City has a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, Tyler will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

III. PROFESSIONAL SERVICES

1. Services. Tyler will provide City the various implementation-related services itemized in the Investment Summary. City will receive those services according to Tyler’s industry-standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. Tyler will finalize that documentation with City upon execution of this

Agreement.

2. Services Warranty. Tyler will perform the services in a professional, workmanlike manner, consistent with the “the highest professional standards” as defined in Section 1.1 of the Agreement. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform such services at no additional cost to City.
3. Site Access and Requirements. City agrees to provide Tyler with full and free access to City’s personnel, facilities, and equipment as may be reasonably necessary for Tyler to provide implementation services, subject to any reasonable security protocols or other written policies provided to Tyler. City further agrees to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and Third Party Products.

IV. THIRD PARTY PRODUCTS

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

2. Third Party Software. Upon payment in full of the Third Party Software license fees, City will receive a non-transferable license to use the Third Party Software and related documentation for internal business purposes only. City’s license rights to the Third Party Software will be governed by the Third Party End User License Agreement.

- (a) Tyler will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
- (b) If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, City will be required to pay such additional future fee.
- (c) The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. City will give Tyler advance written notice of any such transfer and will pay Tyler for any required or requested technical assistance associated with such transfer.

3. Third Party Products Warranties.

- (d) Tyler is authorized by each Developer to grant or transfer the licenses to the Third Party Software.
- (e) The Third Party Hardware will be new and unused, and upon payment in full, City will receive free and clear title to the Third Party Hardware.

- (f) City acknowledges that Tyler is not the manufacturer of the Third Party Products. Tyler does not warrant or guarantee the performance of the Third Party Products other than as provided herein. However, Tyler grants and passes through to City any warranty or indemnification that Tyler may receive from the Developer or supplier of the Third Party Products.

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

V. GENERAL TERMS AND CONDITIONS

1. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of City and Tyler. No third party will be deemed a beneficiary of this Exhibit B-1, and no third party will have the right to make any claim or assert any right under this Exhibit B-1.
2. City Lists. City agrees that Tyler may identify City by name in client lists, marketing presentations, and promotional materials. Any representation of City by Tyler, other than identifying City by name, may be made only with advance written approval from an authorized agent of the City.
3. 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.
 - (d) Notwithstanding the above or any other provision in this Agreement, all obligations relating to disclosure of shared information remain subject to the Freedom of Information Act or California Public Records Act, Cal. Gov't Code §§ 6250 et seq. (collectively, the

“PRA”). The Parties agree that if the City is served with a request for disclosure under the PRA, or any similar statute, City will notify Tyler of the request and Tyler may timely (so the City can meet the requirements of the PRA) inform the City if it believes that any statutory exemptions apply to the request, and the authority therefor. The City in good faith shall make the determination as to whether the material is disclosable or exempt under the statute, and shall resist the disclosure of confidential information which is exempt from disclosure to the extent allowable under the law. All Parties shall cooperate with one another to accomplish the objectives of this Agreement to protect confidential information to the extent allowable under the law.

4. Business License. In the event a local business license is required for Tyler to perform services hereunder, City will promptly notify Tyler and provide Tyler with the necessary paperwork and/or contact information so that Tyler may timely obtain such license.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

- I. COST SUMMARY.** Consultant shall provide the services and products under this Agreement at the rates listed in Exhibit C-1. The following is a summary of such rates along with the schedule of invoicing:

A. Software - \$299,666

1. 25% (\$74,916.50) on the Effective Date
2. 40% (\$119,866.40) on the date when Tyler makes the applicable Tyler Software available to City for downloading (the “Available Download Date”)
3. 35% (\$104,883.10) ninety (90) days after Available Download Date.

B. Third-Party Products - \$4,022

1. Third-Party Hardware: Third-Party Hardware costs are invoiced upon delivery of the respective hardware to City.

C. Professional Services - \$352,300

1. Project Planning Services: Project planning services fee (\$6,000) is invoiced upon delivery of the Implementation Planning Document.
2. Consulting Services: Consulting services are invoiced 50% upon commencement of the service and 50% upon completion of the service, by product.
3. Data Conversion Services: Data conversion services are invoiced 50% upon initial delivery of converted data, by conversion option, and 50% upon City’s acceptance to load converted data into live environment, by conversion option.
4. Implementation and Other Professional Services (excluding training): Implementation and other professional services (excluding training) are billed at daily rates and invoiced as delivered.
5. Training Services: Training services are billed in half-day and full-day increments and invoiced as delivered.
6. 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. City must report any failure of the modification to conform to the specifications within thirty

(30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.

D. Maintenance and Support - Year 1: WAIVED; Subsequent Years – see below.

1. Maintenance and Support Fees: Year 1 maintenance and support fees are waived for the first year following the Available Download Date. Year 2 maintenance and support fees, at Tyler's then-current rates, are payable on the first anniversary of the Available Download Date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. City's fees for each subsequent year will be set at Tyler's then-current rates. The foregoing notwithstanding, Tyler will limit increases to annual Maintenance and Support fees for Tyler Software as indicated below. For purposes of calculating such increase, the fee for Year 1 shall be the fee prior to waiver – \$64,216.

Year 2: Three percent (3%) over the year 1 fee;

Year 3: Three percent (3%) over the year 2 fee;

Year 4: Four percent (4%) over the year 3 fee; and

Year 5: Five percent (5%) over the year 4 fee.

E. Travel – Not to Exceed \$95,400

1. Travel Policy. Travel expenses will only be reimbursed by City if such expenses are incurred in accordance with Consultant's Business Travel Policy Summary set forth in Exhibit C-3 and subject to the limitations of Section 2.1 and 2.3 of this Agreement.
2. Cancellation. If travel is required, Tyler will use best efforts to schedule travel for its personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if City cancels services less than two (2) weeks in advance (other than for Force Majeure or breach or other fault by Tyler), City will be liable for all (a) reasonable non-refundable expenses incurred by Tyler on City's behalf, and (b) daily fees associated with cancelled professional services if Tyler is unable to reassign its personnel. Tyler will use its best efforts to reassign personnel in the event City cancels within two (2) weeks of scheduled commitments. For said reimbursement to be valid, Tyler must provide City with copies of all original invoices for these nonrefundable expenses and documentation supporting the claim that personnel was unable to be reassigned. Invoices for expenses less than \$25 are not available.

II. OPTIONAL SERVICES

Pricing for optional products and services are listed in Exhibit C-1. Such prices will be valid for twelve (12) months following the Effective Date.

III. INVOICES

The City will compensate Consultant upon submission of a valid invoice and in accordance with Section 2.4 of the Agreement. Invoices shall be in a form consistent with Exhibit C-2.

IV. The total compensation for the Services shall not exceed the Contract Sum provided in Section 2.1 of this Agreement.

EXHIBIT “C-1”

DETAILED COST SCHEDULE

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Jennifer Wahlbrink
 Date: 10/18/2016
 Quote Expiration: 4/16/2017
 Quote Name: City of Carson-ERP-Munis
 Quote Number: 2016-23793
 Quote Description: 10-18-16 v.3

Sales Quotation For

City of Carson
 701 E Carson St
 Carson, California 90745
 Phone (310) 830-7600

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Accounting/GL/BG/AP	\$52,250.00	15 @ \$1,175.00	\$17,625.00	\$10,600.00	\$80,475.00	\$9,405.00
Cash Management	\$10,000.00	4 @ \$1,175.00	\$4,700.00	\$0.00	\$14,700.00	\$1,800.00
Fixed Assets	\$12,000.00	5 @ \$1,175.00	\$5,875.00	\$4,800.00	\$22,675.00	\$2,160.00
Inventory	\$11,000.00	5 @ \$1,175.00	\$5,875.00	\$4,700.00	\$21,575.00	\$1,980.00
Project & Grant Accounting	\$10,000.00	4 @ \$1,175.00	\$4,700.00	\$5,000.00	\$19,700.00	\$1,800.00
Purchasing	\$22,000.00	10 @ \$1,175.00	\$11,750.00	\$2,700.00	\$36,450.00	\$3,960.00
Work Orders, Fleet & Facilities Management	\$13,800.00	15 @ \$1,175.00	\$17,625.00	\$12,000.00	\$43,425.00	\$2,484.00
Payroll/HR:						
HR Management	\$7,700.00	5 @ \$1,175.00	\$5,875.00	\$0.00	\$13,575.00	\$1,386.00
Payroll w/ESS	\$16,100.00	24 @ \$1,175.00	\$28,200.00	\$10,400.00	\$54,700.00	\$2,898.00
Revenue:						
Accounts Receivable	\$11,000.00	8 @ \$1,175.00	\$9,400.00	\$0.00	\$20,400.00	\$1,980.00
Business License	\$10,000.00	8 @ \$1,175.00	\$9,400.00	\$8,400.00	\$27,800.00	\$1,800.00
Central Property File	\$2,750.00	1 @ \$1,175.00	\$1,175.00	\$0.00	\$3,925.00	\$688.00

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
General Billing	\$5,000.00	4 @ \$1,175.00	\$4,700.00	\$8,200.00	\$17,900.00	\$900.00
Permits & Code Enforcement	\$38,500.00	24 @ \$1,175.00	\$28,200.00	\$17,750.00	\$84,450.00	\$7,700.00
Tyler Cashiering	\$21,000.00	5 @ \$1,175.00	\$5,875.00	\$0.00	\$26,875.00	\$3,780.00

Productivity:

Tyler Forms Processing	\$9,500.00	0 @ \$1,175.00	\$0.00	\$0.00	\$9,500.00	\$1,900.00
Tyler Content Manager SE	\$20,000.00	4 @ \$1,175.00	\$4,700.00	\$0.00	\$24,700.00	\$3,600.00
Munis Analytics & Reporting	\$45,200.00	10 @ \$1,175.00	\$11,750.00	\$0.00	\$56,950.00	\$8,136.00
eProcurement	\$10,000.00	1 @ \$1,175.00	\$1,175.00	\$0.00	\$11,175.00	\$1,800.00
Citizen Self Service	\$11,000.00	1 @ \$1,175.00	\$1,175.00	\$0.00	\$12,175.00	\$1,980.00

Additional:

CAFR Statement Builder	\$13,750.00	3 @ \$1,175.00	\$3,525.00	\$0.00	\$17,275.00	\$2,475.00
Sub-Total:	\$352,550.00		\$183,300.00	\$84,550.00	\$620,400.00	\$64,612.00
<u>Less Discount:</u>	<u>\$52,884.00</u>		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$52,884.00</u>	<u>\$64,612.00</u>
TOTAL:	\$299,666.00	156	\$183,300.00	\$84,550.00	\$567,516.00	\$0.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
AP/PR Check Recon Import	1	\$1,000.00	\$0.00	\$1,000.00
AP Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00
Install Fee - New Server Install-WIN	1	\$6,000.00	\$0.00	\$6,000.00
Munis Admin & Security	2	\$1,175.00	\$0.00	\$2,350.00
Not-to-Exceed Contingency Days	32	\$1,275.00	\$0.00	\$40,800.00
POS Cash Installation (Up to 3)	1	\$1,000.00	\$0.00	\$1,000.00
Project Planning Services	1	\$6,000.00	\$0.00	\$6,000.00
PR Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00
Tyler Forms Library - Business License	1	\$1,400.00	\$0.00	\$1,400.00
Tyler Forms Library - Financial	1	\$1,800.00	\$0.00	\$1,800.00
Tyler Forms Library - General Billing	1	\$2,000.00	\$0.00	\$2,000.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Tyler Forms Individual Financial Form	12	\$500.00	\$0.00	\$6,000.00
Tyler Forms Library - Payroll	1	\$1,200.00	\$0.00	\$1,200.00
Tyler Forms Library - Permits	1	\$3,500.00	\$0.00	\$3,500.00
Tyler Forms Library - Personnel Action	1	\$1,000.00	\$0.00	\$1,000.00
Tyler Forms Processing Configuration	1	\$2,000.00	\$0.00	\$2,000.00
Tyler Forms Work Order/Pick Ticket Library - 4 Forms	1	\$2,400.00	\$0.00	\$2,400.00

TOTAL:**\$84,450.00****3rd Party Hardware, Software and Services**

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Cash Drawer	1	\$230.00	\$0.00	\$230.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner - Model 1900GSR	1	\$415.00	\$0.00	\$415.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner Stand	1	\$25.00	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00
ID Tech MiniMag USB Reader	1	\$62.00	\$0.00	\$62.00	\$0.00	\$0.00	\$0.00
Power Supply	1	\$40.00	\$0.00	\$40.00	\$0.00	\$0.00	\$0.00
Printer (TM-S9000)	1	\$1,600.00	\$0.00	\$1,600.00	\$0.00	\$0.00	\$0.00
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00

3rd Party Hardware Sub-Total:

\$0.00

\$4,022.00

\$0.00

TOTAL:**\$4,022.00****\$0.00****Summary****One Time Fees****Recurring Fees**

Total Tyler Software	\$299,666.00	\$0.00
Total Tyler Services	\$352,300.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$4,022.00	\$0.00
Summary Total	\$655,988.00	\$0.00
Contract Total	\$655,988.00	
(Excluding Estimated Travel Expenses)		

Summary

Estimated Travel Expenses

One Time Fees

\$95,400.00

Recurring Fees

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting Opt 1 - Actuals	\$1,500.00	\$0.00	\$1,500.00
Accounting Opt 2 - Budgets	\$1,500.00	\$0.00	\$1,500.00
Accounting Standard COA	\$2,000.00	\$0.00	\$2,000.00
Accounts Payable Opt 1 - Checks	\$1,600.00	\$0.00	\$1,600.00
Accounts Payable Opt 2 - Invoice	\$2,400.00	\$0.00	\$2,400.00
Accounts Payable Standard Master	\$1,600.00	\$0.00	\$1,600.00
Business License Opt 1 - Bills	\$4,400.00	\$0.00	\$4,400.00
Business License Std Master	\$4,000.00	\$0.00	\$4,000.00
Fixed Assets Opt 1 - History	\$1,800.00	\$0.00	\$1,800.00
Fixed Assets Std Master	\$3,000.00	\$0.00	\$3,000.00
General Billing Opt 1 - Recurring Invoices	\$2,700.00	\$0.00	\$2,700.00
General Billing Opt 2 - Bills	\$4,000.00	\$0.00	\$4,000.00
General Billing Std CID	\$1,500.00	\$0.00	\$1,500.00
Inventory Opt 1 - Commodity Codes	\$1,200.00	\$0.00	\$1,200.00
Inventory Std Master	\$3,500.00	\$0.00	\$3,500.00
Payroll - Option 1 Deductions	\$1,800.00	\$0.00	\$1,800.00
Payroll - Option 2 Accrual Balances	\$1,500.00	\$0.00	\$1,500.00
Payroll - Option 3 Accumulators	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 4 Check History	\$1,200.00	\$0.00	\$1,200.00
Payroll - Option 5 Earning/Deduction Hist	\$2,500.00	\$0.00	\$2,500.00
Payroll - Standard	\$2,000.00	\$0.00	\$2,000.00
Permits and Code Enforcement - Option 1	\$5,500.00	\$0.00	\$5,500.00
Permits and Code Enforcement - Option 2	\$4,500.00	\$0.00	\$4,500.00
Permits and Code Enforcement - Option 3	\$4,500.00	\$0.00	\$4,500.00
Permits and Code Enforcement - Standard	\$3,250.00	\$0.00	\$3,250.00
Project Grant Accounting Opt 1 - Actuals	\$1,500.00	\$0.00	\$1,500.00
Project Grant Accounting Opt 2 - Budgets	\$1,500.00	\$0.00	\$1,500.00

2016-23793 - 10-18-16 v.3

CONFIDENTIAL

5 of 11

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Project Grant Accounting Standard	\$2,000.00	\$0.00	\$2,000.00
Purchasing - Purchase Orders - Standard	\$2,700.00	\$0.00	\$2,700.00
Work Order Opt 1 - Work Order Asset	\$3,000.00	\$0.00	\$3,000.00
Work Order Opt 2 - Closed Work Order History No Cost Data	\$4,500.00	\$0.00	\$4,500.00
Work Order Opt 3 - Work Order History With Cost Data	\$4,500.00	\$0.00	\$4,500.00
TOTAL:			\$84,550.00

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Bid Management	\$6,000.00	3 @ \$1,175.00	\$3,525.00	\$0.00	\$9,525.00	\$1,080.00
Contract Management	\$5,900.00	3 @ \$1,175.00	\$3,525.00	\$4,000.00	\$13,425.00	\$1,062.00
Employee Expense Reimbursement	\$6,000.00	4 @ \$1,175.00	\$4,700.00	\$0.00	\$10,700.00	\$1,080.00
Performance Based Budgeting	\$16,000.00	10 @ \$1,175.00	\$11,750.00	\$0.00	\$27,750.00	\$2,880.00
Standard Fuel Interface - SeeComments	\$3,800.00	2 @ \$1,175.00	\$2,350.00	\$0.00	\$6,150.00	\$684.00
Payroll/HR:						
Applicant Tracking	\$2,750.00	2 @ \$1,175.00	\$2,350.00	\$0.00	\$5,100.00	\$495.00
Professional Development	\$5,500.00	2 @ \$1,175.00	\$2,350.00	\$0.00	\$7,850.00	\$990.00
Revenue:						
Maplink GIS Integration	\$16,500.00	1 @ \$1,175.00	\$1,175.00	\$0.00	\$17,675.00	\$2,970.00
Additional:						
MUNIS Disaster Recovery Service	\$0.00	0 @ \$1,175.00	\$0.00	\$0.00	\$0.00	\$16,153.00
Parks and Recreation	\$17,600.00	10 @ \$1,175.00	\$11,750.00	\$0.00	\$29,350.00	\$3,168.00
Payroll - Option 10 Certifications - B	\$0.00	0 @ \$1,175.00	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Payroll - Option 11 Education - B	\$0.00	0 @ \$1,175.00	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Payroll - Option 6 Applicant Tracking - B	\$0.00	0 @ \$1,175.00	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Payroll - Option 7 PM Action History - B	\$0.00	0 @ \$1,175.00	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Payroll - Option 8 Position Control - B	\$0.00	0 @ \$1,175.00	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Payroll - Option 9 State Retirement Tables - B	\$0.00	0 @ \$1,175.00	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Tyler Incident Management	\$8,500.00	7 @ \$1,175.00	\$8,225.00	\$0.00	\$16,725.00	\$1,530.00
Tyler System Management Services Contract	\$0.00	0 @ \$1,175.00	\$0.00	\$0.00	\$0.00	\$16,153.00
TOTAL:	\$88,550.00	44	\$51,700.00	\$12,400.00	\$152,650.00	\$48,245.00

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
Source Code Escrow	1	\$756.00	\$0.00	\$756.00
TOTAL:				\$756.00

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Contracts	\$4,000.00	\$0.00	\$4,000.00
Payroll - Option 10 Certifications	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 11 Education	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 6 Applicant Tracking	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 7 PM Action History	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 8 Position Control	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 9 State Retirement Tables	\$1,400.00	\$0.00	\$1,400.00
TOTAL:			\$12,400.00

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
-------------	---------	------------------	-------------	-------------------	-------------------------	--------------------

Financials:

Accounting/GL/BG/AP	\$52,250.00	\$7,838.00	\$44,412.00	\$9,405.00	\$9,405.00	\$0.00
Cash Management	\$10,000.00	\$1,500.00	\$8,500.00	\$1,800.00	\$1,800.00	\$0.00
Fixed Assets	\$12,000.00	\$1,800.00	\$10,200.00	\$2,160.00	\$2,160.00	\$0.00
Inventory	\$11,000.00	\$1,650.00	\$9,350.00	\$1,980.00	\$1,980.00	\$0.00

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Project & Grant Accounting	\$10,000.00	\$1,500.00	\$8,500.00	\$1,800.00	\$1,800.00	\$0.00
Purchasing	\$22,000.00	\$3,300.00	\$18,700.00	\$3,960.00	\$3,960.00	\$0.00
Work Orders, Fleet & Facilities Management	\$13,800.00	\$2,070.00	\$11,730.00	\$2,484.00	\$2,484.00	\$0.00
Payroll/HR:						
HR Management	\$7,700.00	\$1,155.00	\$6,545.00	\$1,386.00	\$1,386.00	\$0.00
Payroll w/ESS	\$16,100.00	\$2,415.00	\$13,685.00	\$2,898.00	\$2,898.00	\$0.00
Revenue:						
Accounts Receivable	\$11,000.00	\$1,650.00	\$9,350.00	\$1,980.00	\$1,980.00	\$0.00
Business License	\$10,000.00	\$1,500.00	\$8,500.00	\$1,800.00	\$1,800.00	\$0.00
Central Property File	\$2,750.00	\$413.00	\$2,337.00	\$688.00	\$688.00	\$0.00
General Billing	\$5,000.00	\$750.00	\$4,250.00	\$900.00	\$900.00	\$0.00
Permits & Code Enforcement	\$38,500.00	\$5,775.00	\$32,725.00	\$7,700.00	\$7,700.00	\$0.00
Tyler Cashiering	\$21,000.00	\$3,150.00	\$17,850.00	\$3,780.00	\$3,780.00	\$0.00
Productivity:						
Citizen Self Service	\$11,000.00	\$1,650.00	\$9,350.00	\$1,980.00	\$1,980.00	\$0.00
eProcurement	\$10,000.00	\$1,500.00	\$8,500.00	\$1,800.00	\$1,800.00	\$0.00
Munis Analytics & Reporting	\$45,200.00	\$6,780.00	\$38,420.00	\$8,136.00	\$8,136.00	\$0.00
Tyler Content Manager SE	\$20,000.00	\$3,000.00	\$17,000.00	\$3,600.00	\$3,600.00	\$0.00
Tyler Forms Processing	\$9,500.00	\$1,425.00	\$8,075.00	\$1,900.00	\$1,900.00	\$0.00
Additional:						
CAFR Statement Builder	\$13,750.00	\$2,063.00	\$11,687.00	\$2,475.00	\$2,475.00	\$0.00
TOTAL:	\$352,550.00	\$52,884.00	\$299,666.00	\$64,612.00	\$64,612.00	\$0.00

Comments

Tyler's OSDBA Service/Tyler System Management Services is calculated at 25% of the MUNIS annual maintenance. There is a \$2,500 minimum annual fee and a \$30,000 maximum annual fee.

Tyler's Disaster Recovery Service is calculated at 25% of the MUNIS annual maintenance. There is a \$5,000 minimum annual fee and a \$30,000 maximum annual fee for Disaster Recovery service. The Disaster Recovery fees are applicable only to one Live MUNIS database and excludes all test and training databases.

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

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

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

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

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

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

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

Tyler's Standard Fuel Interface is available from several vendors. Fuelman, FuelForce, Phoenix AFC, Phoenix SCC, Fuel Master, TRN85-Fuelman, Fuelmaster-Plus and Gasboy CFN. If your vendor does not appear on this list, we will need to quote a Custom Interface in addition to the Standard Interface to cover the additional development costs.

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

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Munis form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers.

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

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

Comments

Permits library includes: 1 Building permit, 1 Trades permit, 1 Zoning permit and 1 certificate of occupancy/completion.

Business license library includes: 1 business license and 1 renewal application.

Programming for check reconciliation import and positive pay export assumes one bank format each. Multiple bank formats are extra.

Includes digitizing two signatures, additional charges will apply for additional signatures.

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

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

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

Work Order & Pick Ticket Library includes: 1 Work Order - Services, 1 Work Order - Inventory, 1 Pick Ticket and 1 Delivery Ticket.

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

The MUNIS Accounts Payable module utilizes a label printer for batch-scanned document indexing. This printer is to be provided by the client and must support multi-page Adobe PDF files, such as the Brother QL-700.

In the event a self-hosted customer opts to enroll as a beneficiary under Tyler's source code escrow agreement, Tyler will provide the paperwork required for enrollment. That self-hosted customer will be billed, on an annual basis, directly by Tyler's escrow agent, and all such fees must be paid directly to that escrow agent. Rates for subsequent years are subject to change at the discretion of Tyler's escrow agent.

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

EXHIBIT "C-2"

SAMPLE INVOICE



Empowering people who serve the public®

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-152225	02/03/2016	1 of 7

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com



Bill To: City of Miami Beach
Attn: Marlene Gomez
1755 Meridian Ave., 5th Floor
Miami Beach, FL 33139

Ship To: City of Miami Beach
Attn: Marlene Gomez
1755 Meridian Ave., 5th Floor
Miami Beach, FL 33139

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
5200	60166	I	USD	NET30	03/04/2016
Date	Description	Units	Rate	Extended Price	
Jan 18 2016	Bruce Williams MIAMI BEACH, FL ORIGINAL CONTRACT (60166) IMPLEMENTATION	0.5	1,175.00	587.50	
Jan 19 2016	Bruce Williams MIAMI BEACH, FL ORIGINAL CONTRACT (60166) IMPLEMENTATION	1	1,175.00	1,175.00	
Jan 18 2016	Bruce Williams MIAMI BEACH, FL ORIGINAL CONTRACT (60166) Per Diem US Rates	0.6	64.00	38.40	
Jan 18 2016	Bruce Williams MIAMI BEACH, FL ORIGINAL CONTRACT (60166) Mileage	244	0.54	131.76	
Jan 18 2016	Bruce Williams MIAMI BEACH, FL ORIGINAL CONTRACT (60166) Tolls	1	5.71	5.71	
Jan 19 2016	Bruce Williams MIAMI BEACH, FL ORIGINAL CONTRACT (60166) Per Diem US Rates	1	64.00	64.00	
Jan 19 2016	Bruce Williams MIAMI BEACH, FL ORIGINAL CONTRACT (60166) Hotel/Lodging	1	318.43	318.43	
Jan 19 2016	Bruce Williams MIAMI BEACH, FL ORIGINAL CONTRACT (60166) Mileage	244	0.54	131.76	
Jan 19 2016	Bruce Williams MIAMI BEACH, FL ORIGINAL CONTRACT (60166) Tolls	1	12.40	12.40	
Jan 26 2016	Charles (Chuck) Coleman MIAMI BEACH, FL ORIGINAL CONTRACT (60166) IMPLEMENTATION	1	1,175.00	1,175.00	
Jan 27 2016	Charles (Chuck) Coleman MIAMI BEACH, FL ORIGINAL CONTRACT (60166) IMPLEMENTATION	1	1,175.00	1,175.00	
Jan 28 2016	Charles (Chuck) Coleman MIAMI BEACH, FL ORIGINAL CONTRACT (60166) IMPLEMENTATION	1	1,175.00	1,175.00	
Jan 25 2016	Charles (Chuck) Coleman MIAMI BEACH, FL ORIGINAL CONTRACT (60166) Airfare	1	293.95	293.95	
Jan 25 2016	Charles (Chuck) Coleman MIAMI BEACH, FL ORIGINAL CONTRACT (60166) Mileage	20	0.54	10.80	
Jan 25 2016	Charles (Chuck) Coleman MIAMI BEACH, FL ORIGINAL CONTRACT (60166) Hotel/Lodging	3	227.09	681.27	
Jan 25 2016	Charles (Chuck) Coleman MIAMI BEACH, FL ORIGINAL CONTRACT (60166) Parking	1	39.40	39.40	
Jan 25 2016	Charles (Chuck) Coleman MIAMI BEACH, FL ORIGINAL CONTRACT (60166) Per Diem US Rates	0.6	64.00	38.40	
Jan 25 2016	Charles (Chuck) Coleman MIAMI BEACH, FL ORIGINAL CONTRACT (60166) Taxi/Car Service	1	35.00	35.00	
Jan 26 2016	Charles (Chuck) Coleman MIAMI BEACH, FL ORIGINAL CONTRACT (60166) Per Diem US Rates	1	64.00	64.00	
Jan 27 2016	Charles (Chuck) Coleman MIAMI BEACH, FL ORIGINAL CONTRACT (60166) Per Diem US Rates	1	64.00	64.00	
Jan 28 2016	Charles (Chuck) Coleman MIAMI BEACH, FL ORIGINAL CONTRACT (60166) Per Diem US Rates	1	64.00	64.00	
Jan 28 2016	Charles (Chuck) Coleman MIAMI BEACH, FL ORIGINAL CONTRACT (60166) Taxi/Car Service	1	35.00	35.00	
Jan 29 2016	Charles (Chuck) Coleman MIAMI BEACH, FL ORIGINAL CONTRACT (60166) Mileage	20	0.54	10.80	
Jan 19 2016	Ellen Mullis MIAMI BEACH, FL ORIGINAL CONTRACT (60166) IMPLEMENTATION	1	1,175.00	1,175.00	

EXHIBIT “C-3”

BUSINESS TRAVEL POLICY SUMMARY

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.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

I. Term

The Term of this Agreement is defined at Exhibit B, XIV, Section 3.4.

II. Go-Live Date

The “Go-Live Date”s for all modules are stated in Section A.2.2 of the Statement of Work (Exhibit A-1). On the applicable “Go-Live Date,” each module shall perform as warranted, City data shall be converted as provided for in the Statement of Work, and City staff shall be trained (pursuant to the Statement of Work) to use each module.

III. Project Schedule

City and Tyler shall fully develop a project schedule as described in Section C.1 of Exhibit A-1, which may be amended from time to time. Such schedule and amendments shall not be acceptable unless approved by the Contract Officer.

IV. City Assistance

City acknowledges that the project outlined in this Agreement is a cooperative process requiring the time and resources of City’s personnel. City agrees to use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with Tyler to schedule the implementation-related services City has contracted for. Tyler 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 City’s personnel to reasonably provide such cooperation and assistance (either through action or omission).

V. Extension of Time to Perform

The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

EXHIBIT E

DocOrigin End User License Agreement

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

DocOrigin

SOFTWARE LICENSE

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("**Agreement**" or "**EULA**") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "**You**") and OF Software Ltd. for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "**Software**"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. LICENSE TERMS

- 1.1** In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by OF Software Ltd., designed to provide unlocked access to the Software and its functionality.
- 1.2** **Evaluation License.** Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "**Evaluation Period**"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that OF Software Ltd. will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.
- 1.3** **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to download and install a copy of the Software from www.docorigin.com on a single machine and

use for development and testing to create collateral deployable to Your production system(s). You are not entitled to use a development and testing license for live production purposes.

- 1.4 Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by OF Software, the default license to the Software is a per-CPU license as described in A. below:

- A. Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer.
- B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
- C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.

- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.

- 1.6 Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.

- 1.7 Third-Party Software License Rights.** If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

2. LICENSE RESTRICTIONS

Any copies of the Software shall include all trademarks, copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy of the Software originally provided to You. You may not remove or alter any copyright, trademark and/or proprietary notices marked on any part of the Software or related documentation and must reproduce all such notices on all authorized copies of the Software and related documentation. You shall not sublicense, distribute or otherwise make the Software available to any third party (including, without limitation, any contractor, franchisee, agent or dealer) without first obtaining the written agreement of (a) OF Software Ltd. to that use, and (b) such third party to comply with this Agreement. You further agree not to (i) rent, lease, sell, sublicense, assign, or otherwise transfer the Software to anyone else; (ii) directly or indirectly use the Software or any information about the Software in the development of any software that is competitive with the Software, or (iii) use the Software to operate or as a part of a time-sharing service, outsourcing service, service bureau, application service provider or managed service provider offering. You further agree not to reverse engineer, decompile, or disassemble the Software.

3. UPDATES, MAINTENANCE AND SUPPORT

- 3.1 During the validity period of Your License Key, You will be entitled to download the latest version of the Software from the DocOrigin website www.docorigin.com. Use of any updates provided to You shall be governed by the terms and conditions of this Agreement. OF Software Ltd. reserves the right at any time to not release or to discontinue release of any Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.
- 3.2 On expiry of your maintenance and support contract, you will have the right to continue using the current version(s) of the Software which you downloaded prior to the date of expiry of your License Key. However, you will need to renew maintenance and support in order to receive a new License Key that will unlock the more current version(s) of the Software. For greater certainty, if you attempt to use an expired License Key to download the latest version of the Software, the Software will revert to being a locked, evaluation copy of that version of the Software.

4. INTELLECTUAL PROPERTY RIGHTS.

This EULA does not grant you any rights in connection with any trademarks or service marks of OF Software Ltd. or DocOrigin. All title and intellectual property rights in and to the Software, the accompanying printed materials, and any copies of the Software are owned by OF Software Ltd. or its suppliers. All title and intellectual property rights in and to the content that is not contained in the Software, but may be accessed through use of the Software, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. If this Software contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation.

5. DISCLAIMER OF WARRANTIES.

TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSED SOFTWARE AND TECHNICAL SUPPORT PROVIDED BY OF SOFTWARE LTD. HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT BY OF SOFTWARE LTD. OF SOFTWARE LTD. DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. OF SOFTWARE LTD. DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL MEET ANY OR ALL OF YOUR PARTICULAR REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

In certain jurisdictions some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.

6. LIMITATIONS OF LIABILITY.

- 6.1 TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OF SOFTWARE LTD. BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LEGAL EXPENSES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF OF SOFTWARE LTD. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.
- 6.2 THE ENTIRE LIABILITY OF OF SOFTWARE LTD. AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY OF SOFTWARE LTD. IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID BY YOU FOR THE SOFTWARE, TECHNICAL SUPPORT OR SERVICES GIVING RISE TO THE CLAIM.
- 6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER OF SOFTWARE LTD. NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7. TERM AND TERMINATION

- 7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.
- 7.2 OF Software Ltd. may terminate this Agreement in the event of any breach by You if such breach has not been cured within five (5) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to OF Software Ltd. or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to OF Software Ltd. or its distributor.
- 7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within five (5) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to OF Software Ltd.

8. GENERAL PROVISIONS

- 8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.
- 8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without OF Software Ltd.'s prior written consent. OF Software Ltd. may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
- 8.4 **Governing Law and Venue.** This Agreement shall be governed by the laws of the Province of Ontario. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

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

Last Updated: [July 18 2013]