LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and the City of Temecula, California ("Client").

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

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

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement. For the avoidance of doubt, the term Agreement includes the Maintenance and Support Agreement, Disaster Recovery Agreement and Agreement for Tyler Systems Management attached hereto as exhibits.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Temecula, California.
- **"Client Data"** means any and all data and information provided, or made accessible, to Tyler by Client in connection with the services to be provided under this Agreement. Except where subject to a third party's intellectual property rights, all Client Data is and shall remain the sole and exclusive property of Client and all right, title, and interest in the same belongs to Client.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement. The Effective Date may be significantly different than actually starting the implementation of the software.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot, pandemic, or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.

- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services, as identified in the Investment Summary, will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

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

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

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

   1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

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

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

1.6 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

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

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

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

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

SECTION C – PROFESSIONAL SERVICES

1. <u>Services</u>. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. <u>Professional Services Fees</u>. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you, up to the maximum amounts set forth in the Investment Summary.

3. <u>Additional Services</u>. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

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

5. <u>Services Warranty</u>. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

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

7. <u>Client Assistance</u>. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

8. <u>Background Checks</u>. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. No Tyler employee shall perform any services under this Agreement who has been convicted of any crime of theft, fraud, or any form of cyber related crime against any public entity. All employees used to provide services under this Agreement shall sign our confidentiality agreement and security policies.

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services,

and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

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

(i)   receive the lowest priority under our Support Call Process;

(ii)   be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;

(iii)   be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;

(iv)   be charged for a minimum of two (2) hours of support services for every support call; and

(v)   not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

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

1. <u>Third Party Hardware</u>. 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. <u>Third Party Software</u>. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

   2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

   2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

   2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. <u>Third Party Products Warranties</u>.

   3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

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

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

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

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

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

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within forty-five (45) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).

1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the

Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).

1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.

1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

1.4 For Convenience. This Agreement may be terminated in whole or part by either party for any reason. Termination shall be effected by delivery to the other party of a termination notice at least forty-five (45) days prior to the termination effective date, specifying the extent to which services or work under such termination become effective.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not disclosed to, provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you, but without our consent; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software

is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

   2.1 We will indemnify and hold harmless you and your agents, officials, volunteers, and employees, including but not limited to, the Temecula Community Services District and the successor agency to the Temecula Redevelopment Agency, from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including payment of reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement; or (c) our breach of the confidentiality obligations set forth in Section I (17) of this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO**

CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

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

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the level of insurance set forth in Exhibit H.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for eighteen (18) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those eighteen (18) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

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

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that

is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

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

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

8. <u>Binding Effect; No Assignment</u>. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. <u>Force Majeure</u>. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event. Notwithstanding the foregoing, and except for undisputed services received but not yet paid for, Client shall have no obligation to continue to pay for services not received during any period Tyler's performance hereunder is suspended or prevented by any Force Majeure event.

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

11. <u>Entire Agreement; Amendment</u>. This Agreement, including all Contract Documents identified in Section 23 hereof (Exhibits A - H), represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. In the event of any conflict between any exhibit hereto and the terms of this Agreement, the provisions of this Agreement shall govern. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

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

13. <u>No Waiver</u>. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or

modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

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

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

16. <u>Client Lists</u>. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

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

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

    Tyler is provided a limited license to access Client Data for the sole and exclusive purpose of providing the services, including a license to collect, process, store, generate, and display Client Data only to the extent necessary in the providing of the services. To the extent Tyler has access to any Client Data during the performance of services hereunder, Tyler shall: (a) use and disclose Client Data solely and exclusively for the purpose of providing the services, such use and disclosure being in accordance with this Agreement, and applicable law; (b) allow access to Client Data only to those employees of Tyler who are directly involved with and responsible for providing the services

hereunder; and, (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Client Data for Tyler's own purposes or for the benefit of anyone other than Client without Client's prior written consent. This Section shall survive the termination of this Agreement.

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

19. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its rules on conflicts of law. Venue for any legal action arising out of this Agreement shall be the Superior Court for the County of Riverside, California, or the U.S. District Court, Central District, County of Los Angeles, California.

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

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

22. License Rights Terminate Upon Migration. When Tyler makes Tyler Software discounted 100% in the Investment Summary (the "Evergreen Modules") licensed pursuant to this Agreement available to the Client for use in live production, the license to the Tyler software listed in Exhibit A, Schedule 1 (hereafter, "Migration Modules") terminates, as do Tyler's maintenance, support, and/or update obligations for such software.

23. Contract Documents. This Agreement includes the following exhibits, all of which are incorporated by reference herein:

Exhibit A	Investment Summary
	Schedule 1: Migration Modules
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Exhibit G	Agreement for Tyler Systems Management
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SIGNATURE PAGE FOLLOWS

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

Tyler Technologies, Inc.   City of Temecula, CA

By:_____   By:_____

Name:_Robert Kennedy-Jensen_____   Name:_Maryann Edwards_____

Title:___Director of Contracts_____   Title:___Mayor_____

Date:___7/21/21_____   Date:_____

Address for Notices: Address for Notices:
Tyler Technologies, Inc.   City of Temecula
One Tyler Drive   41000 Main Street
Yarmouth, ME 04096   Temecula, CA 92590
Attention: Chief Legal Officer   Attention: City Manager

                                                           ATTEST:

                                                           _____
                                                           Randi Johl, City Clerk

                                                           APPROVED AS TO FORM:

                                                           _____
                                                           Peter M. Thorson, City Attorney

Exhibit A
Investment Summary

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

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![tyler technologies]

Quoted By:	Jason Cloutier
Date:	7/9/2021
Quote Expiration:	10/1/2020
Quote Name:	City of Temecula-ERP-Munis 2020
Quote Number:	2020-101711
Quote Description:	Not To Exceed / Munis On Premise (Updated 2/10/2021)

Sales Quotation For

City of Temecula

41000 Main St

Temecula, CA 92590-2764

Phone +1 (951) 308-6300

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Accounting/GL	$83,117.00	192	$33,600.00	$12,300.00	$129,017.00	$14,961.00
Accounts Payable	$23,909.00	56	$9,800.00	$0.00	$33,709.00	$4,304.00
BMI Asset Track Interface	$4,378.00	32	$5,600.00	$0.00	$9,978.00	$788.00
Budgeting	$23,909.00	80	$14,000.00	$0.00	$37,909.00	$4,304.00
Capital Assets	$21,917.00	64	$11,200.00	$3,500.00	$36,617.00	$3,945.00
Cash Management	$16,393.00	48	$8,400.00	$0.00	$24,793.00	$2,951.00
Contract Management	$10,104.00	40	$7,000.00	$0.00	$17,104.00	$1,819.00
Project & Grant Accounting	$16,981.00	56	$9,800.00	$2,000.00	$28,781.00	$3,057.00
Purchasing	$38,253.00	176	$30,800.00	$3,000.00	$72,053.00	$6,886.00
Human Capital Management:						
Human Resources & Talent Management	$11,301.00	104	$18,200.00	$4,200.00	$33,701.00	$2,034.00
Payroll w/ESS	$13,886.00	200	$35,000.00	$8,100.00	$56,986.00	$2,499.00
Revenue:						
Accounts Receivable	$19,199.00	128	$22,400.00	$0.00	$41,599.00	$3,456.00
General Billing	$11,273.00	56	$9,800.00	$9,800.00	$30,873.00	$2,029.00
Productivity:						

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Tyler ReadyForms Processing (including Common Form Set)	$15,000.00	0	$0.00	$0.00	$15,000.00	$3,000.00
Tyler Content Manager SE	$29,842.00	64	$11,200.00	$0.00	$41,042.00	$5,372.00
Munis Analytics & Reporting	$24,672.00	128	$22,400.00	$0.00	$47,072.00	$4,441.00
eProcurement	$15,763.00	48	$8,400.00	$0.00	$24,163.00	$2,837.00
Additional:						
Payroll- Check History from 2002	$0.00	0	$0.00	$4,800.00	$4,800.00	$0.00
Payroll - Earning / Deduction History from 2002	$0.00	0	$0.00	$10,000.00	$10,000.00	$0.00
Human Resources - PM Action History from 2002	$0.00	0	$0.00	$5,600.00	$5,600.00	$0.00
GL Detailed History Conversion (5Years)	$0.00	0	$0.00	$35,000.00	$35,000.00	$0.00
Project & Grant Accounting - Actuals up to 5 years	$0.00	0	$0.00	$2,500.00	$2,500.00	$0.00
Project & Grant Accounting - Budgets up to 5 years	$0.00	0	$0.00	$2,500.00	$2,500.00	$0.00
Tyler Disaster Recovery Service	$0.00	0	$0.00	$0.00	$0.00	$17,170.00
Tyler System Management Services Contract	$0.00	0	$0.00	$0.00	$0.00	$17,170.00
Sub-Total:	$379,897.00		$257,600.00	$103,300.00	$740,797.00	$103,023.00
Less Discount:	*$293,587.00*		*$0.00*	*$34,150.00*	*$327,737.00*	*$68,683.00*
TOTAL:	**$86,310.00**	**1472**	**$257,600.00**	**$69,150.00**	**$413,060.00**	**$34,340.00**

Other Services

Description		Quantity	Unit Price	Unit Discount	Extended Price
Install Fee - New Server Install-WIN		1	$11,000.00	$0.00	$11,000.00
Custom Report Development		292	$175.00	$0.00	$51,100.00
ENERGOV - Configuring with Munis		40	$175.00	$0.00	$7,000.00
Tyler Cashiering - Configuring with Munis		64	$175.00	$0.00	$11,200.00
EXECUTIME - Configuring with Munis		80	$175.00	$0.00	$14,000.00
Project Management		244	$175.00	$0.00	$42,700.00
TOTAL:					**$137,000.00**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$86,310.00	$34,340.00
Total Tyler Services	$463,750.00	$0.00
Total 3rd Party Hardware, Software and Services	$0.00	$0.00
Summary Total	**$550,060.00**	**$34,340.00**
Contract Total (Excluding Estimated Travel Expenses)	**$584,400.00**	
Estimated Travel Expenses	**$89,050.00**	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting Standard COA	$2,000.00	$1,000.00	$1,000.00
Accounts Payable - Checks up to 5 years	$3,500.00	$1,750.00	$1,750.00
Accounts Payable - Invoice up to 5 years	$5,000.00	$2,500.00	$2,500.00
Accounts Payable Standard Master	$1,800.00	$900.00	$900.00
Capital Assets Std Master	$3,500.00	$1,750.00	$1,750.00
General Billing - Bills up to 5 years	$4,500.00	$2,250.00	$2,250.00
General Billing - Recurring Invoices	$3,500.00	$1,750.00	$1,750.00
General Billing Std CID	$1,800.00	$900.00	$900.00
Human Resources - Certifications	$1,400.00	$700.00	$700.00
Human Resources - Education	$1,400.00	$700.00	$700.00
Human Resources - Position Control	$1,400.00	$700.00	$700.00
Payroll- Check History from 2002	$4,800.00	$2,400.00	$2,400.00
Payroll - Earning / Deduction History from 2002	$10,000.00	$5,000.00	$5,000.00
Human Resources - PM Action History from 2002	$5,600.00	$2,800.00	$2,800.00
GL Detailed History Conversion (5Years)	$35,000.00	$0.00	$35,000.00
Project & Grant Accounting - Actuals up to 5 years	$2,500.00	$1,250.00	$1,250.00
Project & Grant Accounting - Budgets up to 5 years	$2,500.00	$1,250.00	$1,250.00
Payroll - Accrual Balances	$1,500.00	$750.00	$750.00
Payroll - Accumulators up to 5 years	$1,400.00	$700.00	$700.00
Payroll - Deductions	$1,800.00	$900.00	$900.00
Payroll - Standard	$2,000.00	$1,000.00	$1,000.00
Payroll - State Retirement Tables	$1,400.00	$700.00	$700.00
Project Grant Accounting Standard	$2,000.00	$1,000.00	$1,000.00
Purchasing - Purchase Orders - Standard Open PO's only	$3,000.00	$1,500.00	$1,500.00
TOTAL:			**$69,150.00**

Optional SaaS

Description		# Years	Annual Fee	One Time Fees		
				Impl. Hours	Impl. Cost	Data Conversion
Additional:						
Socrata Open Finance		0	$21,000.00	0	$0.00	$0.00
Tyler Detect		0	$30,000.00	0	$0.00	$0.00

Optional Tyler Software & Related Services

Description		License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:							
Bid Management		$10,167.00	32	$5,600.00	$0.00	$15,767.00	$1,830.00
Additional:							
Munis API Toolkit Bundle		$52,500.00	48	$8,400.00	$0.00	$60,900.00	$10,500.00
	TOTAL:	**$62,667.00**	**80**	**$14,000.00**	**$0.00**	**$76,667.00**	**$12,330.00**

Optional Other Services

Description		Quantity	Unit Price	Discount	Extended Price
Install Fee - Socrata Open Finance		1	$5,600.00	$0.00	$5,600.00
Install Fee - Tyler Detect		1	$1,000.00	$0.00	$1,000.00
	TOTAL:				**$6,600.00**

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:							

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Accounting/GL	$83,117.00	$83,117.00	$0.00	$14,961.00	$14,961.00	$0.00
Accounts Payable	$23,909.00	$23,909.00	$0.00	$4,304.00	$4,304.00	$0.00
BMI Asset Track Interface	$4,378.00	$0.00	$4,378.00	$788.00	$788.00	$0.00
Budgeting	$23,909.00	$23,909.00	$0.00	$4,304.00	$4,304.00	$0.00
Capital Assets	$21,917.00	$21,917.00	$0.00	$3,945.00	$3,945.00	$0.00
Cash Management	$16,393.00	$0.00	$16,393.00	$2,951.00	$2,951.00	$0.00
Contract Management	$10,104.00	$0.00	$10,104.00	$1,819.00	$1,819.00	$0.00
Project & Grant Accounting	$16,981.00	$16,981.00	$0.00	$3,057.00	$3,057.00	$0.00
Purchasing	$38,253.00	$38,253.00	$0.00	$6,886.00	$6,886.00	$0.00
Payroll/HR:						
Human Resources & Talent Management	$11,301.00	$11,301.00	$0.00	$2,034.00	$2,034.00	$0.00
Payroll w/ESS	$13,886.00	$13,886.00	$0.00	$2,499.00	$2,499.00	$0.00
Revenue:						
Accounts Receivable	$19,199.00	$19,199.00	$0.00	$3,456.00	$3,456.00	$0.00
General Billing	$11,273.00	$11,273.00	$0.00	$2,029.00	$2,029.00	$0.00
Productivity:						
eProcurement	$15,763.00	$0.00	$15,763.00	$2,837.00	$2,837.00	$0.00
Munis Analytics & Reporting	$24,672.00	$0.00	$24,672.00	$4,441.00	$4,441.00	$0.00
Tyler Content Manager SE	$29,842.00	$29,842.00	$0.00	$5,372.00	$5,372.00	$0.00
Tyler ReadyForms Processing (including Common Form Set)	$15,000.00	$0.00	$15,000.00	$3,000.00	$3,000.00	$0.00
Additional:						
Tyler Disaster Recovery Service	$0.00	$0.00	$0.00	$17,170.00	$0.00	$17,170.00
Tyler System Management Services Contract	$0.00	$0.00	$0.00	$17,170.00	$0.00	$17,170.00
TOTAL:	**$379,897.00**	**$293,587.00**	**$86,310.00**	**$103,023.00**	**$68,683.00**	**$34,340.00**

Comments

Tyler System Management Services is calculated at 25% of the Munis annual maintenance. There is a $2,500 minimum annual fee.

Tyler's Disaster Recovery Service is calculated at 25% of the Munis annual maintenance. There is a $5,000 minimum 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.

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

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. Installations are completed remotely, but can be done onsite upon request at an additional cost.

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

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

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

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

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

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

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

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client,

Comments

Tyler reserves the right to adjust prices for the remaining scope accordingly.

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

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

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

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

As a new Tyler client, you are entitled to a 30-day trial of the Tyler Detect cybersecurity service. Please reference https://www.tylertech.com/services/tyler-detect for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

![tyler technologies logo]

**Exhibit A
Schedule 1
Migration Modules**

- Accounts Receivable Support
- Budget Preparation Support
- Data Dictionaries Support
- Fixed Assets Support
- GL/AP Support
- Human Resources Support
- Payroll Support
- Position Budgeting Support
- Project Accounting Support
- Purchasing Support
- Requisitions Support
- Human Resources Support Web

Exhibit B
Invoicing and Payment Policy

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

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

1. Tyler Software.

    1.1 *License Fees*: License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of (i) thirty (30) days after the use of the Tyler Software in live production or (ii) nine (9) months after the Effective Date.

    1.2 *Maintenance and Support Fees*: Year 1 maintenance and support fees are waived for one (1) year from the Effective Date. Year 2 maintenance and support fees, at the Year 1 rates set forth in the Investment Summary, are payable on the first anniversary of the Effective Date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates. The foregoing notwithstanding, Tyler agrees to cap increases to annual maintenance and support as follows: Year 3: 3% over the prior year's fees; Years 4-5: 5% over the prior year's fees.
    Commencing on the first anniversary of the Effective Date, Client shall no longer be required to pay annual support fees for the Migration Modules.

2. Professional Services.

    2.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary; provided, however, that the Client shall retain ten percent 15% of the implementation fees associated with a given phase until the go-live date for such phase, as set forth in the Statement of Work or the mutually developed project plan. Tyler reserves the right to demand payment of the retention upon an originally scheduled phase go-live date if the Client delays a phase go-live date by more than ninety (90) days and such delay is not caused by Tyler's failure to perform. As set forth herein, "implementation fees" refers to the 1536 implementation hours set forth in the Investment Summary as of the Effective Date.

    2.2 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best

Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

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

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

2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

3. Other Services and Fees*.*

3.1 *Disaster Recovery Services*: The annual fees for Disaster Recovery Services are waived for one (1) year from the Effective Date. Disaster Recovery Services fees, at our then-current rates, are payable on the first anniversary of the Effective Date. Disaster Recovery services will be provided in accordance with the terms of our then-current Disaster Recovery Agreement and will renew automatically for additional one (1) year terms at our then-current Disaster Recovery fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Our current Disaster Recovery Agreement is attached to this Agreement as Exhibit F.

3.2 *Systems Management*: Systems Management Services are invoiced on the Available Download Date and are provided in accordance with the Agreement for Tyler Systems Management attached to this Agreement as Exhibit G. Systems Management Services will renew automatically for additional one (1) year terms at our then-current Systems Management Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

4. Third Party Products*.*

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

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

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

4.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

5. Expenses*.* The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

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

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

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

**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

   A. Reservations & Tickets

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

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

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

   B. Baggage Fees

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

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

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

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

   B. Rental Car

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

   C. Public Transportation

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

   D. Parking & Tolls

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

3. Lodging

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

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

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

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

Exhibit C

Exhibit C
Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. All provisions of the Agreement shall govern the terms of this Maintenance and Support Agreement, except where expressly provided otherwise herein.

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

2. <u>Maintenance and Support Fees</u>. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy.   We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

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

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

   3.2 provide telephone support during our established support hours;

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

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

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

Exhibit C

4. <u>Client Responsibilities</u>. 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). We agree to making access available; support should be coordinated through a City Employee. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

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

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

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

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

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

8. <u>Support of Migration Modules</u>. Upon the first anniversary of the Effective Date and Client's timely payment of annual maintenance and support fees for Tyler Evergreen Modules, Client is entitled to receive, at no additional charge, maintenance and support for the Migration Modules until Tyler makes the Tyler Evergreen Modules available for use in live production.

Exhibit C
Schedule 1

**Exhibit C
Schedule 1
Support Call Process**

Support Channels

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

Support Resources

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

Support Availability

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

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

Exhibit C
Schedule 1

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. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

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

Exhibit C
Schedule 1

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

Incident Escalation

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

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

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

Remote Support Tool

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

Exhibit D
DocOrigin End User License Agreement

DocOrigin is a document processing program that is embedded in our Tyler Forms software. Under the terms of our license with Eclipse, we need to pass on the terms of this EULA to any client licensing Tyler Forms. As stated in the EULA, since the Client is receiving DocOrigin under a separate license agreement (and not directly through Eclipse), the terms of this Agreement would govern.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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<u>DocOrigin</u>

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

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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.

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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.

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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 ECLIPSE CORPORATION NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

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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 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) 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 Eclipse Corporation

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 Eclipse Corporation 's prior written consent. Eclipse Corporation 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 if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas 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 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA . 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 in Canada 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.

8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation 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 Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017

tyler
technologies

Exhibit E

Statement of Work

Tyler Technologies

Prepared for:

City of Temecula ("City")

41000 Main St, Temecula, CA 92590

Prepared by:

Rich Boven
One Tyler Drive, Yarmouth, ME 04096
Tyler Technologies, Inc. ("Tyler")
www.tylertech.com

Table of Contents

1 Executive Summary

1.1 Project Overview

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

The Project goals are to provide the City of Temecula the resources and tools necessary to implement Tyler Munis and migrate from Tyler Eden. This system implementation will support the City's resolve to be more accessible and responsive to external and internal customer needs and more efficient in its operations through:

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

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the City's functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

Phase	Functional Areas	Products	Notes
1	**Munis Financials**	- Accounting/GL - Accounts Payable - BMI Asset Track Interface - Budgeting - Capital Assets - Cash Management - Contract Management - Project & Grant Accounting - Purchasing - Accounts Receivable - General Billing - Tyler Cashiering (configuration with Munis) - eProcurement	
1	**Productivity**	- Munis Analytics & Reporting - Tyler Ready Forms - Tyler Content Manager SE	Included in Phase 1
1	**EnerGov**	EnerGov (configuration with Munis)	Included in Phase 1
2	**Munis Human Capital Management**	- Human Resources & Talent Management - Payroll w/Employee Self Service - ExecuTime (configuration with Munis)	Confirm ExecuTime works with Munis

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1.3 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

	M -1	M 1	M 2	M 3	M 4	M 5	M 6	M 7	M 8	M 9	M 10	M 11	M 12	M 13	M 14	M 15	M 16	M 17	M 18	M 19	M 20
ERP Implementation																					
Stage 1: Initiate and Plan (all applications)																					
Financials, Cashiering and EnerGov																					
Stage 2: Assess & Define																					
Stage 3: Prepare Solution																					
Stage 4: Production Readiness																					
Stage 5: Production																					
HCM, Payroll and ExecuTime																					
Stage 2: Assess & Define																					
Stage 3: Prepare Solution																					
Stage 4: Production Readiness																					
Stage 5: Production																					
Stage 6: Close																					
Project Complete																					

1.4 Project Methodology Overview

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

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

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2   Project Governance

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

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

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

2.1   Client Governance

Depending on the City's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1   Client Project Manager(s)

The City's project manager(s) coordinate project team members, subject matter experts, and the overall city-side of the implementation schedule and serves as the team leader and primary point of contact with Tyler. The City project manager(s) will be responsible for reporting to the City steering committee, as an active participant, and determining appropriate escalation points.

2.1.2   Steering Committee

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

2.1.3   Executive Sponsor(s)

The City's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the

organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

2.2   Tyler Governance

2.2.1 Tyler Project Manager

The Tyler project manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the team leader and primary point of contact with the City. The Tyler project manager(s) provide regular updates to the City's steering committee and other Tyler governance members. Unless City requests adjustments, Tyler assigns one project manager for FM and HCM phases of the project.

2.2.2 Tyler Implementation Management

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

2.2.3 Tyler Executive Management

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

2.3   Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted following the process below. Acceptance requires a formal sign-off (email from the City's project manager is acceptable). The following process will be used for accepting Deliverables and Control Points:

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

- If the City does not agree the particular Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with explanation within ten (10) business days, or

the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.

- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have ten (10) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance within ten (10) business days, or the otherwise agreed upon timeframe and does not request a time extension, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3   Overall Project Assumptions

3.1   Project, Resources and Scheduling

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

- We provide on-site and remotely via GoToMeeting implementation services. While our preference is for on-site services, COVID-19 has made it unsafe for Tyler employees to travel and we are delivering all services remotely through 12/31/20. When it is safe to travel again we'll return to providing on-site services.

- Project kick-off with the City will take place within thirty (30) days of Agreement execution.

- The City has the ability to allocate additional internal resources if needed. The City also ensures the alignment of their budget and Scope expectations at the time the Agreement is executed but cannot ensure budget appropriation in the future.

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

- The City reserves the right to request and obtain the resumes from Tyler of any Tyler project resources directly assigned to the Project.

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

- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.

- City changes to Project Plan or Implementation Management Plan, schedule, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.

- Tyler changes to the Project Plan or Implementation Management Plan, schedule, availability of resources or changes in Scope may result in schedule delays, however, this will not result in additional charges to City.

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

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

- City users complete prerequisites prior to applicable scheduled activities.

- Tyler provides guidance for configuration and processing options available within the Tyler software. The City is responsible for making decisions based on the options available.

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

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

- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process. Additional services could be custom data exchanges, Tyler-led End User Training, or other items not specifically included in the Agreement.

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

3.2   Data Conversion

- The City is readily able to upload Eden database backups to Tyler's FTP site.

- The following data entities will be converted from Eden to Munis (years of history will be determined by Agreement):

    - Accounting COA
        - Chart of Accounts segments, objects, character codes, project codes (if applicable), organization codes (if applicable), control accounts budget rollups, fund attributes, due to/due from accounts
        - Requires the use of a Tyler provided spreadsheet for design and entry of the data to be converted
    - Accounting – Actuals. Summary account balances, 5 years
    - Accounting – Budgets. Original budget, budget adjustments, revised budget summaries for accounts, 5 years
    - Accounts Payable Master
        - Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers, EFT information, 1099 information

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- ▪ Multiple remittance addresses
- ▪ Year-to-date 1099 amounts
- Accounts Payable – Checks
  - ▪ Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
  - ▪ Check detail data including related document and invoice numbers for each check
- Accounts Payable – Invoices
  - ▪ Invoice header data containing general information for the invoice
  - ▪ Invoice detail data containing line-specific information for the invoice
- Capital Assets Master. Asset description, status, acquisition quantity, date and amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice)
- General Billing CID. Customer information
- General Billing – Recurring Invoices
  - ▪ General Billing Invoices that are sent on a regular basis
  - ▪ Header records with general information about the invoice
  - ▪ Detail records with line-specific information
- General Billing – Bills
  - ▪ Defined years of open and closed invoices
  - ▪ General Ledger information so open invoices can be processed in Munis
- Project Grant Accounting
  - ▪ Segments, account strings and fund string allocation table
  - ▪ Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted
- Project Grant Accounting – Actuals. Summary project ledger string balances. If linking to GL, must be converted at the same time. 5 years
- Project Grant Accounting – Budget. Original project ledger budget amounts. If linking to GL, must be converted at the same time.
- Purchase Orders
  - ▪ Open purchase orders header data including vendor, buyer, date, accounting information, etc.
  - ▪ Open purchase orders detail data including line item descriptions, quantities, amounts, supporting documentation (if possible), etc.

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- Payroll – Standard. Payroll Employee Master data including data such as name, address, SSN, Eden employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information

- Payroll – Accrual Balances

  - Employee Accrual Balances including Vacation, Holiday, and other Leave balances

  - Start of year balance, earned to date, used to date

- Payroll – Accumulators

  - YTD, QTD, MTD amounts for employee pay and deductions

  - Needed for mid-calendar-year go-live

  - May not be needed if converting earnings/deductions history

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

- Payroll – Check History. We convert amounts for earnings and deductions in employee check history, check number and date. (2002 to current)

- Payroll – Deductions. Employee Deductions - including employee ID, deduction codes, tax information, and direct deposit information (2002 to current)

- Payroll – Earning/Deduction History. Earning and deduction history broken down my individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

- Payroll – Education. Codes, for institution, type of degree, and area(s) of study

- Payroll – Personnel Action History. A variety of Personnel actions, such as job or salary changes and dates these events occurred. (2002 to current)

- Payroll – Position Control. Position, description, status, job code, bargaining group, location, number of employees allowed for each, FTE percentage, GL account, and max/min grade and step

- Payroll – State Retirement Tables

  - Specific state-required data, plus related service years information, when appropriate

  - Needed for some states

- Payroll – Recruiting. Application requisition applicant master data, plus applicant references, certifications, education, skills, tests, work history, and interviews

- Overall, the Data Conversion effort follows this process:

  o City staff uploads Eden data to secure FTP site

- o Tyler staff retrieve data and execute standardized scripts that map data to Munis schema

- o Tyler staff execute standard conversion routines to populate City converted Munis database

- o Tyler staff uploads Munis data to secure FTP site

- o City staff retrieve data and works with Tyler staff to restore data to pre-Live systems

- o With Tyler assistance, City staff review data for accuracy, identifying and recommending remediation (mapping, business rules, etc.) decisions for follow-on conversion cycles

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

3.3 Data Exchanges, Modifications, Forms and Reports

- The City, with Tyler's guidance, ensures the 3rd party data exchanged with third-party solutions conform to a Tyler's defined standard format

- The following data exchanges have been identified for the implementation

	Description	Source	Destination	Data / Notes	Std / Custom	Freq	Man/ Auto
1	Budget integration	Questica	Munis	Adopted Budget		Nightly	Sched
2				Approved Budget Amendments		Nightly	Sched
3		Munis	Questica	Actuals		Nightly	Sched
4	Parks and Rec	CivicRec	Munis	Journals	Standard	Nightly	Sched
5	Recruiting	NEOGOV	Munis	New Hires	Standard	Nightly	Sched
6	Assets/Fleet	Lucity	N/A	N/A	N/A	N/A	N/A
7	Timekeeping	Munis	Executime	Employee timekeeping data (EE, jobs, hours codes, etc.)	Standard	Real-time	Auto

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8		Munis	Executime	Accrual information	Standard	Real-time	Auto
9		ExecuTime	Munis	Payroll, time-entry data (date, hours, overrides, etc.)	Standard	Ad hoc	Manual
10	Revenue collections	Tyler Cashiering	Munis	Receipts	Standard	Real-time	Auto
11	Revenue collections	EnerGov	Munis	Receipts (if processed in EG)	Standard	Nightly	Sched
12	P-Cards	Financial institution	Munis	P-card transaction details for A/P	Standard	Ad hoc	Manual
13	Positive Pay	Munis	Financial institution	Positive pay details	Standard	Ad hoc	Manual
14	Bank Reconciliation	Financial institution	Munis	Check/ payment reconciliation data	Standard	Ad hoc	Manual
15	Payroll	Eden	Munis	Payroll journals (during phased go lives)	Standard	Ad hoc	Manual

- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received, with the City and Tyler's guidance.

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

- The City is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.

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- Overall, the Data Exchange, Modifications, Reporting and Forms effort follows this process for agreed, in-scope items:

  - With Tyler staff assistance, City staff is responsible for working with third party vendors to format source data into agreed formats

  - City staff facilitate third party discussions to allow Tyler staff to format Munis output data, as needed, to adhere to third party requirements

  - Tyler staff configure, and/or build and test items based on requirements

  - City staff test and signoff on items

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

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

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

3.4 Hardware and Software

- Tyler will initially Install the most current generally available version of the purchased Tyler Software.

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

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

- Tyler will provide standards required to ensure sufficient speed and operability of Tyler Software and the City will ensure they are in compliance with these standards. Tyler will not support use of software if the City does not meet minimum standards of Tyler's published specifications.

3.5 Training

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

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

- The City provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a City provided projector, allowing all attendees the ability to actively engage in the training session.

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

- Training on your client SharePoint Site, Tyler Community and Tylertech.com will be provided in the Initiation & Planning stage.

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

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

STAGE 1	STAGE 2	STAGE 3	STAGE 4	STAGE 5	STAGE 6
1.1.0 Initiate & Plan	**1.2.0** Assess & Define	**1.3.0** Build & Validate	**1.4.0** Final Testing & Training	**1.5.0** Production Cutover	**1.6.0** Phase/Project Closure
1.1.1 Tyler Internal Coordination & Planning	**1.2.1** Fundamentals Review	**1.3.1** Configuration & Power User Training	**1.4.1** Cutover Planning	**1.5.1** Final Data Conversion	**1.6.1** Close Phase/ Project
1.1.2 System Infrastructure Planning	**1.2.2** Current/Future State Analysis	**1.3.2** Data Conversion & Validation	**1.4.2** User Acceptance Testing	**1.5.2** Production Processing & Assistance	**1.6.2** CONTROL POINT 6: Phase/Project Closure Stage Acceptance
1.1.3 Project/Phase Planning	**1.2.3** Data Conversion Planning & Mapping	**1.3.3** Standard 3rd Party Data Exchange Validation	**1.4.3** End User Training	**1.5.3** Transition to Tyler Support	
1.1.4 Project Schedule	**1.2.4** Standard 3rd Party Data Exchange Planning	**1.3.4** Modification Delivery & Validation*	**1.4.4** CONTROL POINT 4: Final Training & Testing Stage Acceptance	**1.5.4** Schedule Post Live Services, if applicable	
1.1.5 Stakeholder Presentation	**1.2.5** Modification Analysis & Specification*	**1.3.5** Forms & Reports Validation		**1.5.5** CONTROL POINT 5: Production Cutover Stage Acceptance	
1.1.6 CONTROL POINT 1: Initiate & Plan Stage Acceptance	**1.2.6** Forms & Reports Planning	**1.3.6** CONTROL POINT 3: Build & Validate Stage Acceptance			
	1.2.7 System Deployment				
	1.2.8 CONTROL POINT 2: Assess & Define Stage Acceptance				

* - If included in project scope

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4.2   Initiate & Plan (Stage 1)

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

4.2.1 Tyler Internal Coordination & Planning

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

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

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

4.2.2 System Infrastructure Planning

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

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

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

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4.2.3 Project/Phase Planning

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

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

-
- Scope Management Plan
- Communication Plan
- Resource Management Plan
- Quality Management Plan
- Risk Management Plan
- Quality Control Checklist
- Issue Management
- Education / Training Plan
- Testing Plan
-

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

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

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4.2.4 Project Schedule

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

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

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

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Exhibit E

4.2.5 Stakeholder Presentation

City stakeholders join Tyler project manager(s) to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants. Tyler will provide the draft presentation to the City at least ten (10) business days in advance of the meeting for review and feedback.

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

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

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4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

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

4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan

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

- Project Schedule and Project Plan

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

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

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

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4.3 Assess & Define (Stage 2)

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

4.3.1 Fundamentals Review

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

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

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

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4.3.2 Current/Future State Analysis

City and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

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

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

4.3.3 Data Conversion Planning & Mapping

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

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

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

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4.3.4 Standard Third Party Data Exchange Planning

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

A Standard Interface is a real-time or automated exchange of data between two (2) systems. This could be done programmatically or through an Application Programming Interface (API). It is Tyler's responsibility to ensure the Tyler programs operate correctly. It is the City's responsibility to ensure the Third Party Program operates or accesses the data correctly.

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

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

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

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4.3.5 Modification Analysis & Specification

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

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

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

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

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4.3.6 Forms & Reports Planning

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

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

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

4.3.7 System Deployment

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

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

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

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4.3.8 Control Point 2: Assess & Define Stage Acceptance

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

4.3.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire

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

- Data Conversion Plan

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

- Modification specification documents, if contracted

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

- Completed Forms and Reporting options and/or packages

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

- Installation checklist

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

4.3.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed.
- Fundamentals review is complete.
- Required Forms and Reporting information complete and provided to Tyler.
- Current/Future state analysis completed; Questionnaires delivered and reviewed.
- Data conversion mapping and extractions completed and provided to Tyler.

4.4   Build & Validate (Stage 3)

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

4.4.1 Configuration & Power User Training

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

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

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

4.4.2 Data Conversion & Validation

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

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

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

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4.4.3 Standard Third Party Data Exchange Validation

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

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

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

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4.4.4 Modification Delivery & Validation

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

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

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

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4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the City tests each Standard Form/Report. If report and form customizations are identified during the implementation, they are covered here, as well.

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

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

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4.4.6 Control Point 3: Build & Validate Stage Acceptance

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

4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion

  - o Objective: Convert Tyler Eden data into Tyler Munis Software.
  - o Scope: Data conversion program complete; deliver converted data for review.
  - o Acceptance criteria: Initial error log available for review.

- Data conversion verification document

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

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

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

- Standard Forms & Reports Delivered

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

4.4.6.2 Build & Validate Stage Acceptance Criteria

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

4.5   Final Testing & Training (Stage 4)

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

4.5.1 Cutover Planning

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

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

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

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4.5.2 User Acceptance Testing (UAT)

The City performs User Acceptance Testing to verify software readiness for day-to-day business processing. Acceptance Testing covers all standard and in-scope customized data exchanges, programming, reporting and forms. Tyler provides a Test Plan and standard Test Script templates for users to follow to ensure proper Validation of the system.

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

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

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4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler Munis Software. Training focuses primarily on day-to-day City processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.   Tyler to record virtual/live training sessions and make available to City for future use.

Unless stated otherwise in the Agreement, Tyler provides one (1) occurrence of each scheduled End User training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. City users who attended the Tyler sessions may train any City users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rate of $175 for training/implementation.

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

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

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4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

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

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover Checklist

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

- User Acceptance Test Plan

    o Objective: Provide testing steps to guide users through testing business processes in Tyler Munis Software.
    o Scope: Testing steps for predetermined business processes as defined throughout analysis.
    o Acceptance criteria: Testing steps have been provided for Standard business processes.

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed.
- Modification(s) tested and accepted, if applicable.
- Standard Third Party Data Exchange programs tested and accepted.
- Standard Forms & Reports tested and accepted.
- Custom Forms & Reports tested and accepted
- User Acceptance Testing completed.
- End User training completed.

4.6 Production Cutover (Stage 5)

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

4.6.1 Final Data Conversion, if applicable

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

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

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

4.6.2 Production Processing & Assistance

Tyler staff collaborates with the City during Production Cutover activities. If/when appropriate, expectations and best practice recommends onsite support from Tyler Project Manager and Implementation Consultant(s). The City transitions to Tyler Munis Software for day-to day business processing.

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

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

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4.6.3 Transition to Tyler Support

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

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

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

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4.6.4 Schedule Post-Production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler project manager(s) collaborate with City project manager(s) to identify needs. The planned post-production services typically include annual budgeting, capital assets, payroll quarter-end processing; however, specifics will be identified and managed during the implementation.

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

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

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4.6.5 Control Point 5: Production Cutover Stage Acceptance

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

4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable

    o Objective: Ensure (in Scope) Tyler Eden data is available in Tyler Munis Software in preparation for production processing.
    o Scope: Final passes of all conversions completed in this Phase.
    o Acceptance criteria: Data is available in production environment.

- Support transition documents

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

4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered.
- Processing is being done in Tyler Munis Software production.
- Transition to Tyler support is completed.
- Post-live services have been scheduled, if applicable. Post-live services may include training on functionality/modules that have been strategically planned outside of the initial implementation go live. For example: annual budget training, quarterly payroll reporting, year-end processing.

4.7   Phase/Project Closure (Stage 6)

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

4.7.1 Close Phase/Project

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

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

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

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

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

4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation summary

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

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned.
- Phase/final Project budget has been reconciled.
- Tyler Deliverables for the Phase/Project are complete and all critical Project items have been addressed.

5   Roles and Responsibilities

5.1   Tyler Roles and Responsibilities

Tyler assigns project manager(s) prior to the start of each Phase of the Project. The project manager(s) assign additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

5.1.1 Tyler Executive Management

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

5.1.2 Tyler Implementation Management

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

5.1.3 Tyler Project Manager

The Tyler project manager(s) provides oversight of the Project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items.

- Contract Management

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

- Planning

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

- Implementation Management

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

- Team Management

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

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Performs problem solving and troubleshooting.
- Follows up on issues identified during sessions.
- Documents activities for on site services performed by Tyler.
- Provides conversion Validation and error resolution assistance.
- Recommends guidance for testing Forms and Reports.
- Tests software functionality with the City following configuration.

- Assists during Production Cutover process and provides production support until the City transitions to Tyler Support.
- Provides product related education.
- Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users.
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan.
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.

5.1.5 Tyler Sales

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

5.1.6 Tyler Software Support

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

5.1.7   Tyler Disaster Recovery Support

- Conduct and monitor nightly backups of City databases at hosting facility, transfer nightly backups to Tyler's data center.
- Provides services to host Application in the event of a disaster.
- Provides 24-hour RPO – Recover Point Objective.
- Provides emergency response within two (2) business hours.
- Ensure Tyler Application availability within eight (8) business hours.
- Provide one (1) annual disaster planning walkthrough.

5.1.8 Tyler Systems Management Services

- Manages incoming City issues via phone, email, online customer incident portal, and from Tyler Support.
- Provides system support including remote support of City systems, operating systems, network and local printing, and SQL assistance for the systems and platform directly attributable to the Tyler Applications.
- Tracks issues and tickets to timely and effective resolution.

- Determine root cause and provide solutions or provide direction/escalation to Tyler Development.
- Consult on pre-sales in regards to system requirements.
- Troubleshoot server and workstation issues.
- Migrate Tyler Applications and databases to new hardware.
- Maintain systems and provide Database and Server Administration.
- Provide proactive monitoring of Tyler Application/DB server(s).
- Perform server transfers, database analysis, file system cleanup, and backup verification.
- Assists with database refreshes, LDAP synchronization, and loading releases.

5.2 City Roles and Responsibilities

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

5.2.1 City Executive Sponsor

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

5.2.2 City Steering Committee

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:

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

5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this Project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates

decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from City to participate in discussions and make decisions in a timely fashion to avoid Project delays.

- Contract Management

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

- Planning

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

- Implementation Management

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

- Team Management

  o Acts as liaison between project team and stakeholders.
  o Identifies and coordinates all City resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
  o Provides direction and support to project team.
  o Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.

- Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Coordinates in-Scope City Third Party providers to align activities with ongoing Project tasks.

5.2.4 City Functional Leads

- Authorized to makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Attends and contributes business process expertise for Current/Future State Analysis sessions.
- Identifies and includes additional subject matter experts to participate in Current/Future State Analysis sessions.
- Provides business process change support during Power User and End User training.
- Completes performance tracking review with client project team on End User competency on trained topics.
- Provides Power and End Users with dedicated time to complete required homework tasks.
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to City project manager.
- Prepares and Validates Forms and Reports.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities for the functional area they represent:

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

5.2.5 City Power Users

- Participate in Project activities as required by the project team and project manager(s).
- Provide subject matter expertise on City business processes and requirements.

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

5.2.6 City End Users

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

5.2.7 City Technical Support

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Extracts and transmits conversion data and control reports from City's Eden System per the conversion schedule set forth in the Project Plan.
- Coordinates and adds new users and printers and other Peripherals as needed.
- Validates all users understand log-on process and have necessary permission for all training sessions.
- Coordinates Interface development for City Third Party Data Exchanges.
- Develops or assists in creating Reports as needed.
- Ensures onsite system hardware meets specifications provided by Tyler.
- Assists with software Installation as needed.

5.2.8 City Upgrade Coordinator

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

5.2.9 City Project Toolset Coordinator

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

5.2.10 City Change Management Lead

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

6   Glossary

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

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

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

Exhibit F
Disaster Recovery Agreement

WHEREAS, Client desires to enroll in Tyler's Disaster Recovery Services ("DR Services") for the Tyler software products ("Tyler Software Products") licensed by Client from Tyler, subject to the terms and conditions of this Disaster Recovery Agreement ("DR Agreement") and the License and Services Agreement ("Agreement") under which Tyler has licensed Tyler Software Products to Client.

THEREFORE, Tyler and Client agree as follows:

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

2. <u>Term</u>. The initial term shall commence on receipt by Tyler of Client's data and shall terminate one (1) year thereafter ("Initial Term"). This DR Agreement shall renew automatically for additional one (1) year terms unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term. In the event the Support Agreement for Tyler Software Products is terminated, this DR Agreement shall also then terminate.

3. <u>Disaster Recovery Services</u>. Tyler shall provide the DR Services as described in this DR Agreement, including any Exhibits and associated appendices. All DR Services shall be provided remotely. In the event the Disaster results in damage to Client's server(s) and a re-installation of the Tyler Software Products licensed by Client is required as a result of such damage, Tyler shall re-install the Tyler Software Products free of charge if Client is enrolled in Tyler's TSM service (ERP, Munis, TCM) or Technical Services Support (Incode, Eden, TCM). Otherwise, such re-installation shall be obtained from Tyler at Tyler's then-current installation services rates. Tyler Disaster Recovery staff will contact Client within twelve (12) business hours of any such reinstallation for reinstallation of Disaster Recovery Software.

4. <u>Client Requirements</u>. In order for Tyler to provide DR Services pursuant this DR Agreement, Client shall:
   a) Provide high speed internet access, including upload bandwidth sufficient for complete nightly data transfers to comply with applicable RPO;
   b) Comply with then-current minimum hardware and network requirements as specified on Tyler's support website;
   c) Maintain security and access privileges for Tyler to receive data transfer and reasonably perform activities reasonably necessary for Tyler to provide DR Services;
   d) Permit installation of software required for provision of DR Services in accord with this DR Agreement as reasonably determined by Tyler;
   e) Reasonably notify Tyler in advance of any changes in Client's network that impacts Tyler's ability to deliver DR Services; and
   f) Client shall not install or activate SQL TDE or similar database or file level encryption technologies on servers installed with Tyler Disaster Recovery Software.

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

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

7. <u>Data</u>. Data Transfer shall be handled in accord with Exhibit 1 to this DR Agreement.

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

9. <u>Payment & Price</u>
   In consideration of the DR Services provided by Tyler herein, Client shall pay to Tyler an annual fee as set forth in the Invoicing and Payment Policy (Exhibit B to the Agreement). Thereafter, the annual fee will be invoiced and paid prior to the commencement of the renewal term. All payments due pursuant this DR Agreement are due within thirty (30) days from receipt of invoice.

10. <u>Exclusions</u>.
    a) Neither party shall be liable for delays in performing its obligations under this DR Agreement to the extent that the delay is caused by Force Majeure.
    b) Tyler's DR Services shall not be used to replace required on-site backups of Client data for Tyler Software Products licensed by Client.
    c) The fee paid for DR Services does not include, and Client is responsible for the costs associated with:
        i. Hardware and/or software necessary to remotely access Tyler's data center, and any and all on-site services. Client may request and purchase on-site services at Tyler's then-current rates.
        ii. In the event Client requests Tyler to hand-deliver or courier the critical processes output (such as payroll checks), the cost of such special delivery shall be borne by Client and payable thirty (30) days from receipt of invoice.

11. <u>License Terms</u>. Client's use of the Tyler Software Products included in the DR Services remains subject to limitations on Client's use in the Agreement, including disclaimer of implied warranties. All provisions of the Agreement shall apply to the provisions of this DR Agreement, except where expressly provided otherwise herein.

12. <u>Notices</u>. With the exception of a declaration of a Disaster, notices or communications required or permitted as a part of this DR Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:
    a) Actually received,
    b) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
    c) Upon receipt by sender of proof of email delivery, or
    d) If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in the Agreement or such other address as the party may have designated by notice or amendment to the Agreement.

    Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties for notices shall be as set forth in the Agreement.

13. This DR Agreement, along with the Agreement, represent the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this DR Agreement it did not rely on any information not explicitly set forth or referenced in this DR Agreement. Any changes to this DR Agreement by Tyler must be communicated at least sixty (60) days in advance and will take effect no earlier than the commencement of the renewal term following notice of the change, unless otherwise mutually agreed.

Exhibit 1

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

1   Data Transfer

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

- Initial data transfer may require portable disk.
- Data transferred shall include only items essential to provision of service.
- Applications included in the DR Services are listed in Appendix A to this Exhibit 1. Such description shall also indicate database and file detail required for provision of DR Services. Tyler Software Products not listed in Appendix A and any non-Tyler Software Product shall not be included in data transfer or the DR Service.
- Only production databases are backed up.
- Data from the last seven (7) successful data transfers are retained by Tyler.
- Total data storage is limited to 200 gigabytes ("GB"). Storage limit may be increased in 200 GB increments by mutual agreement and at additional cost.
- Data transferred to Tyler as part of DR Services is not available for Client's data retrieval or restoration not associated with the DR Services provided by Tyler. Tyler may provide data transferred by Client on an exception basis, upon request.
- Tyler is not responsible for the integrity of the data provided by Client to Tyler. Tyler will use the most current viable data to restore Client's critical processes.
- Tyler may use select information from the Client database for internal research and analysis purposes. Tyler agrees that information from the Client database will not be disclosed to third parties without Client consent unless otherwise permitted under the Agreement.
- To the extent the database contains confidential information, Tyler shall keep confidential such information in accordance with the confidentiality provisions of the Agreement.
- Tyler Disaster Recovery staff will monitor status of data transfers on Business Days.
- In the event of two (2) consecutive data transfer failures, Tyler will timely provide notice to Client in order to commence troubleshooting.
- Tyler shall have no liability for failure of data transfers not solely caused by Tyler.
- Tyler will provide transfer report related to Client data transfer upon request.

2   Disaster Recovery Plan

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

Tyler's Responsibilities:

- Coordinate activities associated with transfer of data to Tyler's data center.
- Document Disaster Recovery strategy for critical processes.
- Review the Disaster Recovery Plan with Client.
- Provide reasonable guidance for Disaster Recovery policies and procedures.
- Identify modules, databases, applications, and files required for DR Services.

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

Shared Responsibilities:

- Identify critical users for DR Services.
- Identify critical processes for DR Services.
- Identify and agree on RTO where Client has more than 1TB of TDRS Protected Data.
- Draft initial Disaster Recovery Plan within ninety (90) days of commencement of Initial Term.
- Define recovery processes for post Disaster operations (mandatory for Odyssey CM clients, optional for all others).

3   DR Services during Disaster

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

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

C. Processing Assistance During a Disaster includes, as necessary:
   i. Print Output:
      a. Payroll Checks

       b.   Retirement Checks

       c.   Accounts Payable Checks.

   ii.   In the event print output is required to be sent non-electronically, Client shall bear the cost of shipment.

   iii.   Transfer of Automated Clearing House ("ACH") Files to bank on Client's behalf. Transfer may require pre-notification by Client to bank.

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

4   Annual Disaster Recovery Test

The parties may review and test the Disaster Recovery service:

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

5   Estimated Schedule

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

6   Tyler's Other Responsibilities

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

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

7   Client's Other Responsibilities

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

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

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

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

8   Project Change Control Procedure

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

Appendix A

Defined User Maximum.

The maximum number of named Client users available to use DR Services is 35.

Covered Applications.

All products licensed by the Client under the Agreement as of the Effective Date of the DR Agreement.

Product Specific Conditions.

None.

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

Invoice to: City of Temecula, CA ("CLIENT")	Contact:
Address: 41000 Main Street, Temecula, CA 92590	Telephone:

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

I.   Term of Agreement:

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

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

II.   Scope of the Agreement:

Both parties acknowledge that this TSM Agreement covers only the services described below, for the internal business operations of the City of Temecula, California. Except where expressly provided otherwise herein, the provisions of the License and Software Agreement shall govern the provisions of this TSM Agreement.

III.   Payment:

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

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

IV.   Covered System:

1

Window Servers that are required to run the Tyler Munis application.

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

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

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

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

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

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

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

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

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

VI. CLIENT Responsibilities:

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

b. CLIENT shall install and maintain for the duration of this TSM Agreement a stable high speed network connection available for remote connections. CLIENT shall pay for installation, maintenance and use

of such equipment and associated communication line use charges. TYLER, at its option, shall use this remote interface in connection with error correction.

VI. General

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

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

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

d. **Governing Law and Venue:** This TSM Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its rules on conflicts of law. Venue for any legal action arising out of this Agreement shall be the Superior Court for the County of Riverside, California, or the U.S. District Court, Central District, County of Los Angeles, California. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision.

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

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

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

Exhibit H
INSURANCE REQUIREMENTS

During the course of performing services under this Agreement, Tyler shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the services hereunder by Tyler, its agents, representatives, or employees.

     a.   <u>Minimum Scope of Insurance.</u> Coverage shall be at least as broad as:

     1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

     2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If Tyler owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

     3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If Tyler has no employees while performing under this Agreement, worker's compensation insurance is not required, but Tyler shall execute a declaration that it has no employees.

     4) Professional Liability Insurance shall be written on a policy form providing professional liability for Tyler's profession.

     5) Cyber Liability Insurance shall be written on a policy form providing Cyber liability for Tyler's profession.

     b.   <u>Limits of Insurance</u>. Tyler shall maintain limits no less than:

     1) Commercial General Liability: One Million ($1,000,000) per occurrence, $2,000,000 aggregate, for bodily injury, personal injury and property damage.

     2) Automobile Liability: One Million ($1,000,000) accident for bodily injury and property damage.

     3) Worker's Compensation as required by the State of California; Employer's Liability: One Million Dollars ($1,000,000) per accident for bodily injury or disease.

     4) Professional Liability Coverage: Two Million Dollars ($2,000,000) per claim and in aggregate.

     5) Cyber Liability Coverage: Two Million Dollars ($2,000,000) per occurrence providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of City data; (ii) data breach including theft, destruction, and/or unauthorized use of City data (iii) identity theft including bank charges assessed; and (iv) violation of privacy rights due to a breach of City data.

c.   Deductibles and Self-Insured Retentions.   Any deductibles or self-insured retentions may be disclosed to the Client upon request.

d.   Other Insurance Provisions. The general liability and automobile liability policies are to contain the following provisions:

1)   The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as additional insured's on Tyler's Commercial General Liability and Automobile Liability policies, which will automatically add the Client as an additional insured to Tyler's Excess/Umbrella Liability policy.

2)   Tyler agrees that its Commercial General Liability and Automobile Liability coverages shall be primary insurance as respects the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers for claims arising out of or relating to the Agreement that are between Tyler and the Client. For any such claims, any insurance or self-insured maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees or volunteers shall be excess of Tyler's Commercial General Liability and Automobile Liability insurance and shall not contribute with it.

3)   Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Temecula, the Temecula Community Services District, and the Successor Agency to the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

4)   Tyler agrees to provide the Client with notice of cancellation, non-renewal or reduction in our insurance coverages below the minimum requirements set forth herein within thirty (30) days thereof. Renewal certificates of insurance will be provided as close as practicable to the date the applicable policy or policies is/are renewed.

e.   Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of A-:VII or better, unless otherwise acceptable to the Client. Self insurance shall not be considered to comply with these insurance requirements.

f.   Verification of Coverage. Tyler shall furnish the Client with a Certificate of Insurance evidencing the coverages required by this Exhibit following the Effective Date and prior to the commencement of services.