

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date

Regular Agenda

Consent Agenda

MOTION: "Mr. Chairman, I
move to *(not required for
Consent Agenda items)*

authorize the County Administrator to enter into a contract with Tyler Technologies, Inc. for an ERP solution.

SUBJECT

ERP Software Replacement

ISSUE

We currently utilize Bright and Associates Municipal Software for our Enterprise Resource Planning (ERP) solution. This software was installed in the late 1980's and runs on an IBM i-Series server. Approximately 10 years ago funds were requested for replacing this system. A needs assessment was finalized in 2014 and an RFP was released in 2015.

RECOMMENDATION

Approve contract with Tyler Technologies.

FISCAL
IMPLICATIONS

The funds currently in the budget will cover the first year and perhaps part of the second year. There will be a significant increase in the ongoing funding for this system after the initial implementation.

POLICY
IMPLICATIONS

The new software should make it easier to follow existing policies as they will be incorporated in the system.

LEGISLATIVE
HISTORY

DISCUSSION

This contract would be for a seven year term of Software as a Service (SAAS) solution. Utilizing SAAS eliminates the need for additional equipment and licensing at New Kent County.

The implementation will take several years.

Attachments

Contract, Scope of Work, Cost summary, and Investment Summary

Time Needed

Person Appearing

Request prepared by:

Telephone:

Copy provided to:

For Clerk's Use:

Proper notice? _____

Disposition: _____

REVIEWS/APPROVALS

Admin

Attorney

Print Form

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Exhibit E: Statement of Work

January 18, 2017November 22, 2016November 7, 2016
Version 23.0

Prepared for:

New Kent County, VA

Revised 1/18/201711/22/201611/7/2016

Empowering people who serve the public*



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Section A: Executive Summary

A.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:

1. increased access to information and service for internal and external customer needs
2. streamlined, automated, and more fully automated business streamlining, automating, and integrating business processes and practices
3. improved tools that produce and access information in a real-time environment
4. empowered users that become more efficient, productive and responsive

A.2 Product Summary

A summary of the products included in this Project is listed below, as well as a reference to the County's functional area that will utilize the Tyler product. Refer to Scope of Services section for more information containing detailed product components.

<u>PRODUCT FAMILY</u>	<u>FUNCTIONAL AREA</u>
Munis	Core Financials, Human Resources, Payroll, Procurement, Utility Billing, Animal License
EnerGov	Permits & Inspections
Tyler Content Management	TCM SE

A.3 Project Timeline

The Project Timeline establishes an estimated start and end date for each major Phase of the Project. More fully discussed and developed during the Initiate & Plan Stage, and revised as mutually agreed to, the timeline must account for County resource availability, business goals, the size and complexity of the Project, and task duration requirements.

The dates in the Statement of Work are targets only and are based on a thirty-seven (37) month overall project implementation. The start date for the project and all other associated dates are dependent on the actual date the Agreement is signed and personnel can be assembled. Tyler has up to sixty (60) days to kick-off the project once the Licenses and Services Agreement (Agreement) is signed. Phasing and Live Dates as estimated below are subject to a fully executed Agreement by December 16, 2016.

Commented [bd1]: The associated modules for each phase should be identified. I believe the initial phases preferred by the County are as follows:

Phase 1 – Permits and Inspections
Phase 2 – Financials
Phase 3 – Payroll, Human Resources
Phase 4 – Utility Billing

Commented [PP2R1]: Changes made. Modules associates with each phase are listed in Section C.1.

Commented [bd3]: Request for Tyler to decrease to 30 days.

Commented [PP4R3]: Tyler will decrease to 45 days.

A.3.1 Phase 1 – EnerGov Permits & Inspections

Phase Initiation – February 2017

Phase Production Cutover Date – 2/5/2019

Estimated Duration – 12 months

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A.3.1A.3.2 Phase 1-2 – Financials

Phase Initiation – February/July 2017

Phase Production Cutover Date – January/July 2, 2018

Estimated Duration – ~~11-12~~ months

A.3.1 Phase 3 – General Billing, Animal License, & Collections

~~Phase Initiation – April 2018~~

~~Phase Production Cutover Date – September 4, 2018~~

~~Estimated Duration – 5 months~~

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A.3.2 Phase 2-4 – Payroll, Human Resources, Applicant Tracking

~~Phase Initiation – January-July 2018~~

~~Phase Production Cutover Date – October-April 1, 2019~~

~~Estimated Duration – 9 months~~

~~**A.3.3A.1.1 Phase 3 – General Billing, Animal License, & Collections**~~

~~Phase Initiation – April 2018~~

~~Phase Production Cutover Date – September 4, 2018~~

~~Estimated Duration – 5 months~~

A.3.1 Phase 4-5 – Utility Billing

~~Phase Initiation – September 2018~~

~~Phase Production Cutover Date – 5/1/2019~~

~~Estimated Duration – 9 months~~

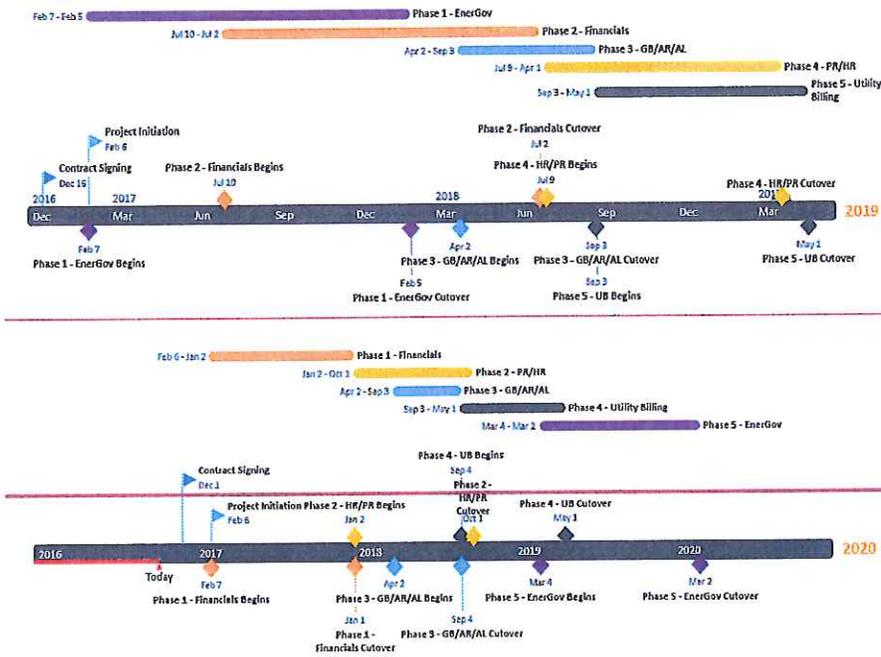
~~**A.4.0 Phase 5 – EnerGov Permits & Inspections**~~

~~Phase Initiation – March 2019~~

~~Phase Production Cutover Date – 3/1/2020~~

~~Estimated Duration – 12 months~~

A.8A.4 High Level Project Gantt Chart



Section B: Project Governance

B.1 County Governance

This section presents the anticipated roles and responsibilities for the key County staff positions for the project. The joint team of the County and Tyler will ultimately be responsible for designing, developing and delivering the final products of this project.

B.1.1 County Decision Making

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

Type of Decision	County Decision Making Responsibility
Procedural Changes	Department Heads or Steering Committee

Policy Changes	Department Heads or Steering Committee
Requests for Customizations	County Project Manager
Requests for Schedule Changes (once approved)	County Project Manager
Begin Processing in Production Database	County Project Manager
Data to be Converted	County Project Manager
Scope Changes	County Project Manager
Timeline Changes	County Project Manager
Data Exchange Processes (External Systems)	County Project Manager
Reporting Requirements	County Project Manager
User Roles & Permissions	County Project Manager
Workflow	County Project Manager
Software Upgrades	County Project Manager

The majority of these decisions will flow through the Project Manager. The Project Manager will work with functional leads, department heads and/or steering committee and act as a single point of contact for these decisions. Procedural and Policy changes occur at the department level and therefore would be handled by the Department Heads or Steering Committee if it affects more than one department.

B.1.2 Executive Project Sponsor(s)

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

County Resource(s)	Title	Key Personnel ¹
		No

B.1.3 Executive Steering Committee

The Executive Steering Committee will understand and support the cultural change necessary for the project and foster an appreciation of the value of an integrated ERP system throughout the organization. The Executive Steering Committee oversees the project team and the project as a whole. Through participation in regular internal meetings the Executive Steering Committee will remain updated on all project progress, project decisions, and achievement of project milestones. The Executive Steering Committee will also provide support to the project team by communicating the importance of the project to each member's department along with other department managers in the organization. The Executive Steering Committee is responsible for ensuring that the project has appropriate resources, providing strategic direction to the project team, and is responsible for making timely decisions on critical project

¹ Key Personnel are County Staff who have significant roles in the completion of the project, whose absence leaves a gap requiring significant knowledge transfer to a replacement, potential for missed deadlines or substantially changed policy or procedure decisions.

or policy issues. The Executive Steering Committee also serves as primary level of issue resolution for the project.

Executive Steering Committee Members will be responsible for:

- Attending all scheduled Executive Steering Committee meetings
- Providing support for the project
- Assisting with communicating key project messages throughout the organization
- Making the project a priority within the organization
- Providing management support for the project to ensure it is staffed appropriately and that staff have necessary County resources
- Monitoring project progress including progress towards agreed upon goals and objectives
- Making all decisions related to project impacts in the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - County Policies

Executive Steering Committee Members	Title	Expected Commitment	Key Personnel
			No

B.1.4 County Project Manager

County's Project Manager will coordinate project team members, Power Users, and the overall implementation schedule and serve as the primary point of contact with Tyler. The Project Manager will be responsible for reporting to the County's Executive Steering Committee and providing the leadership for the County's change management communications and coaching effort.

The Project Manager will be responsible for:

- Working with the Tyler Project Manager to successfully achieve project goals
- Reviewing and approving all project deliverables according to acceptance requirements
- Managing project risks and issues and developing corrective action plans with Tyler Project Manager
- Building coalitions among the various stakeholders; negotiating authority to move the project forward
- Handling broad-based, often complex, communication for internal and/or external audiences. Creating a forum and format for ongoing open communication within functional area or among departments
- Communicating and supporting the need for timely process decisions within the organization; partnering with sponsors in understanding and creating opportunities and in making timely choices

- Recognizing how corporate culture impacts the success of the project; knowing how to use organization to achieve objectives.
- Managing the appropriate assignment and timely completion of County tasks as defined in the project plan, task list, and go-live checklist
- Ensuring County infrastructure is suitable for project requirements
- Acting as liaison between County Project Team and Stakeholders
- Utilizing the SharePoint project site repository to ensure appropriate County and Tyler access to project documents and information
- Scheduling County resources for project activities including personnel, equipment and training rooms
- Monitoring scheduled session attendance and communicating absences, interruptions, process change resistance to appropriate managers
- Coordinating interaction with third-party or internally developed applications that are out of scope, but related to the implementation
- Maintaining team contact numbers, email lists, and regular communications
- Acting as point of contact for Tyler for staffing and delivery matters
- Escalating issues per the approved Issue Resolution Plan
- Reviewing status reports, site reports and reconciling work performed against services and products invoiced
- Ensuring a high level of fiscal control and accountability for project budget

County Project Manager	Title	Expected Commitment	Key Personnel
			Yes

B.2 Tyler Governance

B.2.1 Tyler Executive Level Oversight

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

Tyler Executive	Title	Expected Commitment	Key Personnel
Chris Webster	Vice President, ERP & Schools Implementation	As Needed	No

B.2.2 Tyler Implementation Director

The Tyler Implementation Director has indirect involvement with the project and is part of the Tyler escalation process. The Tyler Project Manager may consult the Implementation Director with issues and decisions regarding the project. The Tyler Implementation Director is responsible for:

- Tyler project team staffing decisions

- Assisting Tyler Implementation Managers and Project Managers with resolution of issues outside of the scope of the project impacting budget, scope or schedule
- Providing proactive communication with County Executive Project Sponsor and/or the County Project Manager, as needed, related to critical project risks and impediments to project success
-

Tyler Resource	Title	Expected Commitment	Key Personnel
Penny Parsons, PMP	Implementation Director, ERP & Schools Implementation	As Needed	No

B.2.3 Implementation Managers

This team member has indirect involvement with the project and is part of the Tyler escalation process. Tyler Project Managers may consult the Implementation Manager with issues and decisions regarding the project. The Tyler Implementation Manager is responsible for:

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

Tyler Resource	Title	Project Commitment	Key Personnel
Ginger Hain, PMP	Implementation Manager	As needed	No
Rebecca Terry, PMP	Implementation Manager	As needed	No

B.2.4 Tyler Project Managers

Tyler Project Managers have direct involvement with the project and coordinate project team members, Power Users, the overall implementation schedule and serve as the primary points of contact with the County. Tyler Project Managers will be responsible for reporting to the County's Project Manager via regularly scheduled project status reports and calls.

Tyler Project Manager	Title	Dedicated %	Key Personnel
TBD	Financials Project Manager	N/A	No
TBD	PR/HR Project Manager	N/A	No
TBD	Billing & Collections Project Manager	N/A	No
TBD	UB Project Manager	N/A	No
TBD	EnerGov Project Manager	N/A	No

Section C: Project Scope

Commented [bd5]: Phases to be updated based on A.3 updates.

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

To achieve the travel costs associated with the services to perform the tasks within the project scope, County and Tyler agree that 30% of all implementation and consulting service tasks will be delivered remotely. Tyler and County will work together during project planning and throughout the project to mutually identify appropriate tasks for remote delivery.

C.1 Software and Services Outline

The software included in this ERP project includes the following Tyler and Third party software products in Phase 1 and will include all functional requirements according to Tyler's responses, as indicated in Exhibit F -- Tyler's Proposal Functional Requirements.

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C.1.1 Phase 51

C.1.1.1 Phase 5-1 Implementation Days and Software

The Implementation days listed below will be combined for Phase 51 and allocated appropriately during the project plan development. These days will be utilized for a variety of purposes including Functional Lead, Core User, and Central Office End User Training, testing, data validation support, and issue resolution.

Item	Days
EnerGov Citizen Access Portal	2
EnerGov ESRI Integration	1
EnerGov iG Workforce Mobile	2
EnerGov Intelligent Objects Automation	8
EnerGov Permits & Inspections	17

Commented [bd6]: This does not seem adequate for a 12 month implementation.

C.1.1.2 Phase 51 Forms

The Forms listed below will be designed, delivered, and tested in Phase 51:

Item	Quantity
EnerGov Permits & Code Forms Library	• 4 forms

C.1.1.3 Phase 51 Data Conversions

Data Conversions listed in the Investment Summary that are associated with the software products listed in Phase 51 will be performed. Summary descriptions of data conversions may be found in Appendix A.

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C.1.1.4 Phase 51 Custom Imports/Export

Tyler will deliver the Custom imports/exports listed below in Phase 51:

Phase 1	Imports/Exports
None	N/A

C.1.1.5 Phase 51 Third Party Hardware, Software and Services

The following Third Party Hardware will be delivered in Phase 51:

Phase 1	Hardware, Software and Services
None	N/A

C.1.1.6 Phase 1 Technical Services

The services listed below will be delivered as scheduled in Phase 2:

Phase 1 Technical Services	Qty
VPN Device	1

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C.1.1C.1.2 Phase 1-2

C.1.1C.1.2.1 Phase 1-2 Implementation Days and Software

The Implementation days listed below will be combined for Phase 1-2 and allocated appropriately during the project plan development. These days will be utilized for a variety of purposes including Functional Lead, Core User, and Central Office End User Training, testing, data validation support, and issue resolution.

Phase 1-2	Implementation Days
General Ledger	40
Budgeting	
Accounts Payable	
CAFR Statement Builder ²	3
Cash Management	4
Fixed Assets	10
Purchasing	20

² CAFR Statement Builder is implemented post Financials Go Live.

[C.1.1.2C.1.2.2](#) Phase 1-2 Tyler Forms

The Forms listed below will be designed, delivered, and tested in Phase 1-2:

Phase 1-2	Forms Included
Tyler Forms Financial Library	<ul style="list-style-type: none"> • 2 AP Check • 2 EFT/ACH • 2 Purchase Order • 2 Contract • 1099M • 1099INT • 1099S • 1099G
Individual Financial Forms	<ul style="list-style-type: none"> • 2 Forms

[C.1.1.3C.1.2.3](#) Phase 1-2 Data Conversions

Data Conversions listed in the Investment Summary that are associated with the software products listed in Phase 1-2 will be performed. Summary descriptions of data conversions may be found in [Appendix A](#).

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[C.1.1.4C.1.2.4](#) Phase 1-2 Custom Imports/Export

Tyler will deliver the Custom imports/exports listed below in Phase 1-2:

Phase 1-2 Custom Imports/Exports	Qty
AP/PR Check Recon Import	1
AP Positive Pay Export Format	1
P-Card Import Format	1

[C.1.1.5](#) Phase 1 Technical Services

The services listed below will be delivered as scheduled in Phase 1:

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Phase 1 Technical Services	Qty
VPN Device	1

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[C.1.1.14C.1.2.5](#) Phase 1-2 Third Party Hardware, Software and Services

The following Third Party Hardware will be delivered in Phase 1-2:

Phase 3 Third Party Hardware, Software & Services	Qty
Tyler Secure Signature System with 2 Keys	1
Tyler Secure Signature Key	4

C.1.3 Phase 3

C.1.3.1 Phase 3 Implementation Days and Software

The Implementation days listed below will be combined for Phase 3 and allocated appropriately during the project plan development. These days will be utilized for a variety of purposes including Functional Lead, Core User, and Central Office End User Training, testing, data validation support, and issue resolution.

Phase 3	Implementation Days
Accounts Receivable	7
General Billing	3
Animal License	2
Citizen Self Service	1
Tyler Cashiering	4

C.1.3.2 Phase 3 Tyler Forms

The Forms listed below will be designed, delivered, and tested in Phase 3:

Phase 3 Tyler Forms	Forms Included
Tyler Forms Library - General Billing	<ul style="list-style-type: none"> • 1 Invoice • 1 Statement • 1 General Billing Receipt • 1 Misc Receipt

C.1.3.3 Phase 3 Data Conversions

Data Conversions listed in the Investment Summary that are associated with the software products listed in Phase 3 will be performed. Summary descriptions of data conversions may be found in [Appendix A](#).

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C.1.3.4 Phase 3 Custom Imports/Export

Tyler will deliver the Custom imports/exports listed below in Phase 3:

Phase 3 Custom Imports/Exports	Qty
None	N/A

C.1.3.5 Phase 3 Third Party Hardware, Software and Services

The following Third Party Hardware will be delivered in Phase 3:

Phase 3 Third Party Hardware, Software & Services	Qty
Cash Drawer	2
Hand Held Scanner - Model 1900GSR	2
Hand Held Scanner Stand	2
ID Tech MiniMag USB Reader	2
Power Supply	2
Printer (TM-S9000)	2

C.1.2C.1.4 Phase 2-4

C.1.2C.1.4.1 Phase 2-4 Implementation Days and Software

The Implementation days listed below will be combined for Phase 2-4 and allocated appropriately during the project plan development. These days will be utilized for a variety of purposes including Functional Lead, Core User, and Central Office End User Training, testing, data validation support, and issue resolution.

Phase 2-4	Implementation Days
HR Management	16
Payroll w/ESS	40
Applicant Tracking	4

C.1.2C.1.4.2 Phase 2-3 Tyler Forms

The Forms listed below will be designed, delivered, and tested in Phase 2-3:

Phase 2-4 Tyler Forms	Forms Included
Tyler Forms Payroll Library	<ul style="list-style-type: none"> • 2 Payroll Check • 2 Direct Deposit • 2 Vendor from Payroll Check • 2 Vendor from Payroll Direct Deposit • W2 • W2c • 1099R • ACA 1095B • ACA 1095C
Tyler Forms Personnel Action Library	<ul style="list-style-type: none"> • 1 Personnel Action (New) • 1 Personnel Action (Change)

C.1.2C.1.4.3 Phase 2-4 Data Conversions

Data Conversions listed in the Investment Summary that are associated with the software products listed in Phase 2-4 will be performed. Summary descriptions of data conversions may be found in Appendix A.

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~~C.1.2.4C.1.4.4~~ Phase ~~2~~4 Custom Imports/Export

Tyler will deliver the Custom imports/exports listed below in Phase ~~2~~4:

Phase 2 3 Custom Imports/Exports	Qty
AP/PR Check Recon Import (delivered in Phase 1)	1
PR Positive Pay Export Format	1

~~C.1.3~~ Phase 3

~~C.1.4.0~~ Phase 3 Implementation Days and Software

The Implementation days listed below will be combined for Phase 3 and allocated appropriately during the project plan development. These days will be utilized for a variety of purposes including Functional Lead, Core User, and Central Office End User Training, testing, data validation support, and issue resolution.

Phase 3	Implementation Days
Accounts Receivable	7
General Billing	3
Animal License	2
Citizen Self Service	1
Tyler Cashiering	4

~~C.1.25.0~~ Phase 3 Tyler Forms

The Forms listed below will be designed, delivered, and tested in Phase 3:

Phase 3 Tyler Forms	Forms Included
Tyler Forms Library - General Billing	<ul style="list-style-type: none"> • 1 Invoice • 1 Statement • 1 General Billing Receipt • 1 Misc Receipt

~~C.1.37.0~~ Phase 3 Data Conversions

Data Conversions listed in the Investment Summary that are associated with the software products listed in Phase 3 will be performed. Summary descriptions of data conversions may be found in Appendix A.

~~C.1.39.0~~ Phase 3 Custom Imports/Export

Tyler will deliver the Custom imports/exports listed below in Phase 3:

Phase 3 Custom Imports/Exports	Qty
None	N/A

~~C.1.48.0 Phase 3 Third Party Hardware, Software and Services~~

The following Third Party Hardware will be delivered in Phase 3:

Phase 3 Third Party Hardware, Software & Services	Qty
Cash Drawer	2
Hand Held Scanner Model 1900GSR	2
Hand Held Scanner Stand	2
ID Tech MiniMag USB Reader	2
Power Supply	2
Printer (TM S9000)	2

C.1.72C.1.5 Phase 4-5

C.1.72.1C.1.5.1 Phase 4-5 Implementation Days and Software

The Implementation days listed below will be combined for Phase 4-5 and allocated appropriately during the project plan development. These days will be utilized for a variety of purposes including Functional Lead, Core User, and Central Office End User Training, testing, data validation support, and issue resolution.

Phase 4-5	Implementation Days
Central Property File	1
Maplink GIS Integration	1
UB Interface	2
Utility Billing CIS	11

Commented [bd7]: This does not seem adequate for a 9 month implementation.

C.1.72.2C.1.5.2 Phase 4-5 Tyler Forms

The Forms listed below will be designed, delivered, and tested in Phase 45:

Phase 4-5 Tyler Forms	Forms Included
Tyler Forms Utility Library - Billing	<ul style="list-style-type: none"> • 1 Utility Bill • 1 Assessment • 1 UB Receipt • 1 Lien Letter • 1 UB Delinquent Letter • 1 Door Hanger • 1 Final Utility Bill

Commented [PP87]: We can discuss. Days can be added so Tyler can support the County during completion of tasks.

C.1.72.3C.1.5.3 Phase 4-5 Data Conversions

Data Conversions listed in the Investment Summary that are associated with the software products listed in Phase 4-5 will be performed. Summary descriptions of data conversions may be found in Appendix A.

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[C.1.72.4C.1.5.4](#) Phase 4-5 Custom Imports/Export

Tyler will deliver the Custom imports/exports listed below in Phase 4-5:

Phase 4-5 Custom Imports/Exports	Qty
None	N/A

~~C.1.73A.1.1~~ Phase 5

~~C.1.73.1A.1.1~~ Phase 5 Implementation Days and Software

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~~A.1.1~~ The Implementation days listed below will be combined for Phase 5 and allocated appropriately during the project plan development. These days will be utilized for a variety of purposes including Functional Lead, Core User, and Central Office End User Training, testing, data validation support, and

~~issue resolution~~

~~A.1.1~~

Energy Services	
A.1.1 EnerGov Citizen Access Portal	A.1.1.2
A.1.1 EnerGov ESRI Integration	A.1.1.1
A.1.1 EnerGov iG Workforce Mobile	A.1.1.2
A.1.1 EnerGov Intelligent Objects Automation	A.1.1.8
A.1.1 EnerGov Permits & Inspections	A.1.1.17

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Commented [bd9]: This does not seem adequate for a 12 month implementation.

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~~c.1.90.0 A.1.1 Phase 5 Forms~~

~~A.1.1 The Forms listed below will be designed, delivered, and tested~~

~~in Phase 5:~~

~~A.1.1~~

Phase 5 Data Conversions	Phase 5 Custom Imports/Export
A.1.1 EnerGov Permits & Code Forms Library	A.1.1.4 forms

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~~6.1.89.0 A.1.1 Phase 5 Data Conversions~~

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~~A.1.1 Data Conversions listed in the Investment Summary that are associated with the software products listed in Phase 5 will be performed. Summary descriptions of data conversions may be found in Appendix A.~~

~~6.1.91.0 A.1.1 Phase 5 Custom Imports/Export~~

~~A.1.1 Tyler will deliver the Custom imports/exports listed below in~~

~~Phase 5:~~

~~A.1.1~~

Phase 5 Third Party Hardware, Software and Services	
A.1.1 None	A.1.1 N/A

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~~C.1.109.C.1.1 Phase 5 Third Party Hardware, Software and Services~~

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~~A.1.1 The following Third Party Hardware will be delivered in Phase 5:~~

~~A.1.1~~

Phase 5 Third Party Hardware, Software and Services	
A.1.1 None	A.1.1 N/A

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C.1.109.C.1.6 Cross Phase

C.1.109.C.1.6.1 Cross Phase Implementation Days and Software

The Implementation days listed below will be combined for Cross Phase activities and allocated appropriately during the project plan development. These days will be utilized for a variety of purposes including Functional Lead, Core User, and Central Office End User Training, testing, data validation support, and issue resolution.

Cross Phase Implementation Days	Days
Munis Admin & Security	2
Implementation Day	20
Tyler Content Manager SE	4
Munis Analytics & Reporting	8

C.1.109.2C.1.6.2 Cross Phase Technical Services

The services listed below will be delivered as scheduled across both phases and all related activities will be included in the project plan.

Cross Phase	Days
Tyler Forms Processing	N/A
Tyler Forms Processing Configuration	N/A

C.2 Standard Import and Export Scope

The standard file layouts and methods will be used for each import and export not requiring customization as listed in ~~Tyler's response to Exhibit F -- Functional Requirements Tyler Proposal~~. Munis has many flexible file layouts and options for importing and exporting data.

Commented [bd10]: Exhibit to be updated.
 Commented [PP11R10]: Done
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C.3 Reporting Scope

All in scope standard reports (those ~~designated with a "SR" or "Standard Report specifically not requiring SSRS"~~), as indicated in ~~Tyler's response to Exhibit F -- Functional Requirements Tyler Proposal~~, will be produced directly out of Munis. Any changes or customizations to these standard delivered reports requested by County may result in a change order and additional cost.

Commented [bd12]: To be updated based on requirements response indicators.
 Commented [PP13R12]: Done
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The Tyler suite of programs contains hundreds of canned system reports, each utilizing configurable user-supplied parameters to provide hundreds of reporting variations. However, Tyler recognizes that its customers want the flexibility to create even more unique reports and queries to fit their own business needs. Tyler has included Report Writing training as part of our Proposal. County will also have available a Report Library of over 200 reports via the Munis Support Website.

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

C.4 Workflow Scope

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

Section D: Overall Project Assumptions

D.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- The County and Tyler have the ability to allocate additional internal resources if needed.
- The County also ensures the alignment of their budget and Scope expectations.

-
- The County and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
 - Tyler and County 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.
 - Changes to Project Plan, schedule, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
 - Tyler provides a written agenda and notice of any prerequisites to the County Project Manager(s) ten (10) business days prior to any scheduled onsite or remote sessions.
 - Tyler provides notice of any prerequisites to the County Project Manager(s) a minimum of ten (10) business days prior to any key Deliverable due dates.
 - County users complete prerequisites prior to applicable scheduled activities.
 - Tyler provides options for configuration and processing options available within the Tyler software. The County is responsible for making decisions based on the options available.
 - In the event the County may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the County's responsibility to define, document, and implement.
 - The County 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 Project schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
 - Tyler considers additional services beyond the budgeted hours out of Scope and requires additional hours be requested via change request approved through the Change Control process.
 - The County will respond to information requests in a comprehensive and timely manner, in accordance with the Project schedule.

D.2 Data Conversion

- The County is readily able to produce the data files needed for conversion from the Legacy System in order to provide them to Tyler on the specified due date(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The County understands the Legacy System data file must be in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.
- During this process, the County may need to correct data scenarios in their Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the County to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.

D.3 Data Exchanges, Customizations, Forms and Reports

- The County ensures the 3rd party data received is in the correct format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.

- County is on a supported, compatible version of the 3rd party software or Tyler Standard Data Exchange tools may not be available.
- The County is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Customization requests not expressly stated in the contract are out of Scope. Customizations requested after contract signing have the potential to change cost, Scope, schedule, and production dates for Project Phases. Customization requests not in Scope must follow the Project Change Request process.

D.4 Hardware and Software

- Tyler will initially Install the most current generally available version of the purchased Tyler software.
- The County will provide network access for Tyler modules, printers, and Internet access to all applicable County and Tyler Project staff.
- The County has in place all hardware, software, and technical infrastructure necessary to support the Project.
- County's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the County does not meet minimum standards of Tyler's published specifications.

Commented [bd14]: Update for a SaaS environment.

Commented [PP15R14]: I don't think there needs to be any change....

D.5 Education

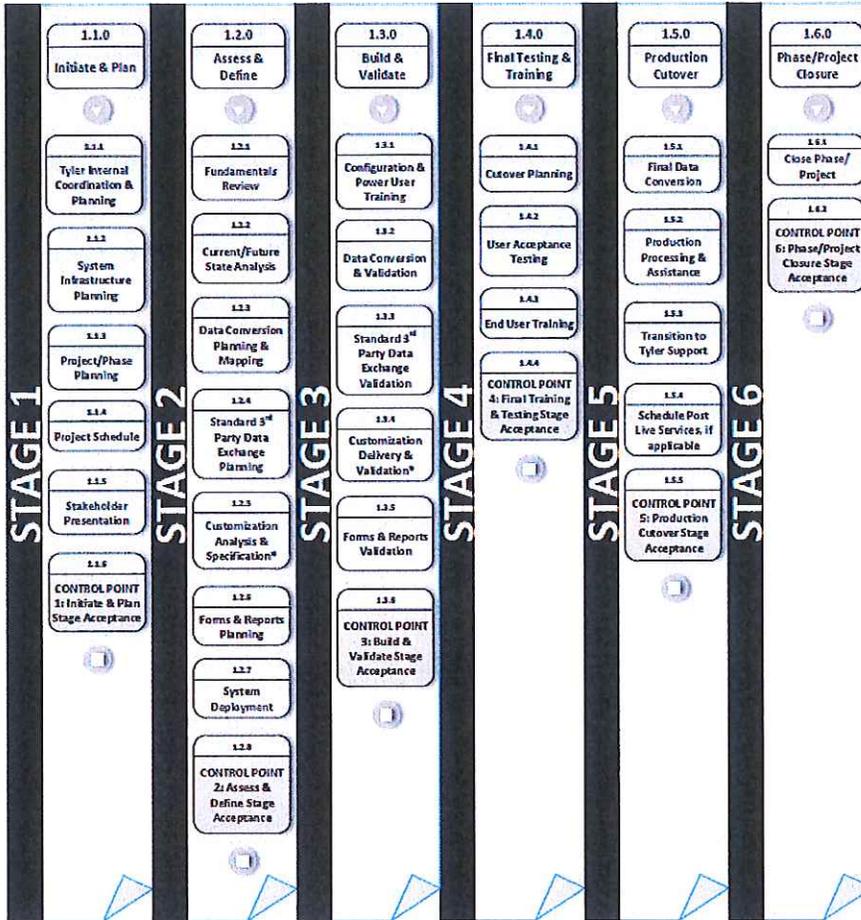
- During live and onsite training, the County provides a training room for Tyler staff to transfer knowledge to County resources, as well as a place for County staff to practice what they have learned without distraction. If Phases overlap, County will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. Tyler will train a maximum of twelve (12) people per session unless otherwise specified. 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 people at a given workstation.
- The County provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a County provided projector, allowing all attendees the ability to actively engage in the training session.
- The County testing database contains the Tyler software version required for delivery of the Customization prior to the scheduled delivery date for testing.
- The County is responsible for verifying the performance of the Customization as defined by the specification.
- Users performing User Acceptance Testing (UAT) have attended all applicable training sessions prior to performing UAT.

Section E: Implementation Stages

E.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.



* - if included in project scope

E.1.1.1 Initiate & Plan (Stage 1)

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

E.1.1.1.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns Project Manager(s). Tyler provides the County with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. County 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 County's team. During this step, Tyler will work with the County 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							COUNTY													
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	County Executive Sponsor	County Steering Committee	County Project Manager	County Functional Leads	County Change Management Leads	County Power Users	County Department Heads	County End Users	County Technical Leads	County Project Toolset Coordinator	County Upgrade Coordinator	
Assign Tyler Project Manager	A	R	I						I			I									
Provide Initial Project documents to County	A	I	R						C			I									
Sales to Implementation knowledge transfer	A	I	R						C												
Internal planning and phase coordination		A	R					C													

E.1.1.1.2 System Infrastructure Planning

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

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

Commented [bd16]: Update for a SaaS environment.

Commented [PP17R16]: I don't think there needs to be any change.

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

E.1.1.3 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 County and Tyler.

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

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

E.1.1.4 Project Schedule

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

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

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

E.1.1.5 Stakeholder Presentation

County stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

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

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

E.1.1.6 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.

E.1.1.7 Initiate & Plan Stage Deliverables

- **Implementation Management Plan**

Objective: Update and deliver baseline management plans to reflect the approach to the County's Project.

Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.

Acceptance criteria: County reviews and acknowledges Implementation Management Plan

- **Project Plan/Schedule**

Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.

Scope: Task list, assignments and due dates.

Acceptance criteria: County acceptance of schedule based on County and Tyler resource availability and Project budget and goals.

Commented [bd18]: Request to add "and Tyler"

E.1.1.8 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

Commented [bd19]: Update for a SaaS environment

Commented [PP20R19]: I don't think any changes are needed. Hardware can refer to printers, PCs, etc.

E.1.2 Assess & Define (Stage 2)

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

E.1.2.1 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	Fundamentals Review																			
	TYLER							COUNTY												
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	County Executive Sponsor	County Steering Committee	County Project Manager	County Functional Leads	County Change Management Leads	County Power Users	County Department Heads	County End Users	County Technical Leads	County Project Toolset Coordinator	County Upgrade Coordinator
TASKS																				
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable	A	R	I								C	I	I						I	
Complete fundamentals materials review and prerequisites		I								A	R	I	I						C	
Ensure all scheduled attendees are present		I	I							A	R	C	I	I						
Facilitate fundamentals review	A	R								I	I	I	I							

E.1.2.2 Current/Future State Analysis

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

E.1.2.3 Data Conversion Planning & Mapping

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

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

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

E.1.2.4 Standard 3rd Party Data Exchange Planning

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

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler’s responsibility to ensure the Tyler programs operate correctly. It is the County’s responsibility to ensure the third party program operates or accesses the data correctly.

The County and Tyler Project Manager(s) will work together to define/confirm which Data Exchanges are needed. Tyler will provide the file layout for each Standard Data Exchange at the beginning of the applicable phase.

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

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

E.1.1.2.5 Customization Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The County reviews the specifications and confirms they meet County’s needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request. As with all Change Requests, the current project budget and timeline may be impacted.

Tyler’s intention is to minimize Customizations by using Standard functionality within the Application, which may require a County business process change. It is the responsibility of the County to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for County approval) for contracted program Customizations. Upon approval, Tyler will make the agreed upon Customizations to the respective program(s). Once the Customizations have been delivered, the County 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	Customization Analysis & Specification, if contracted																			
	TYLER							COUNTY												
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	County Executive Sponsor	County Steering Committee	County Project Manager	County Functional Leads	County Change Management Leads	County Power Users	County Department Heads	County End Users	County Technical Leads	County Project Toolset Coordinator	County Upgrade Coordinator
TASKS																				
Analyze contracted custom program requirements		A	C				R				C	C	I	C					C	
Develop specification document(s)	A	I	C				R				I	C		I				I	C	
Review specification document(s); provide changes to Tyler, if applicable		I	C				C				A	R	I	C				C		
Sign-off on specification document(s) and authorize work		I					I			A	R	C	I	I				C		

E.1.1.2.6 Forms & Reports Planning

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

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

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

E.1.1.2.7 System Deployment

The Tyler Technical Services team installs Tyler Applications on the server and ensures the platform operates as expected.

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

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

E.1.2.8 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.

E.1.2.9 Assess & Define Stage Deliverables

- **Completed analysis Questionnaire**

Objective: Gather and document information related to County business processes for current/future state analysis as it relates to Tyler approach/solution.

Scope: Provide comprehensive answers to all questions on Questionnaire(s).

Acceptance criteria: County acceptance of Tyler-completed Questionnaire based on thoroughness of capturing all County business practices to be achieved through Tyler solution.

Commented [bd21]: Request to add "by Tyler staff"
 Commented [PP22R21]: See RACI Matrix

- **Data conversion summary and specification documents**

Objective: Define data conversion approach and strategy.

Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.

Acceptance criteria: Data conversion document(s) delivered to the County, reflecting complete and accurate conversion decisions.

Commented [bd23]: Request to add "Data conversion document(s) completed in conjunction with Tyler staff."
 Commented [PP24R23]: Changed RACI Matrix.

- **Customization specification documents, if contracted**

Objective: Provide comprehensive outline of identified gaps, and how the custom program meets the County's needs.

Scope: Design solution for Customization.

Acceptance criteria: County accepts Custom Specification Document(s) and agrees that the proposed solution meets their requirements.

- **Completed Forms options and/or packages**

Objective: Provide specifications for each County in Scope form, Report and output requirements.

Scope: Complete Forms package(s) included in agreement and identify Reporting needs.

Acceptance criteria: Identify Forms choices and receive supporting documentation.

Commented [bd25]: Request to add "County and Tyler Forms approval of Forms package(s)."
 Commented [PP26R25]: This is the County's acceptance criteria.
 Commented [bd27]: Update for a SaaS environment.

- **Installation checklist**

Objective: Installation of purchased Tyler software.

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.

Acceptance criteria: Tyler software is successfully installed and available to authorized users; County team members are trained on applicable system administration tasks.

E.1.2.10 -Assess & Define Stage Acceptance Criteria

- VPN is installed, SaaS environment created

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

E.1.3 Build & Validate (Stage 3)

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

E.1.3.1 Configuration & Power User Training

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

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

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

E.1.3.2 Data Conversion & Validation

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

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

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

E.1.3.3 Standard 3rd Party Data Exchange Validation

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

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

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

E.1.3.4 Customization Delivery & Validation, if contracted

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

E.1.3.5 Forms & Reports Validation

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

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

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

E.1.3.6 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.

E.1.3.7 Build & Validate Stage Deliverables

- **Initial data conversion**
Objective: Convert Legacy System data into Tyler system.
Scope: Data conversion program complete; deliver converted data for review.

Acceptance criteria: Initial error log available for review.

- **Data conversion verification document**

Objective: Provide instructions to the County to verify converted data for accuracy.

Scope: Provide self-guided instructions to verify specific data components in Tyler system.

Acceptance criteria: County accepts data conversion delivery; County completes data issues log.

- **Installation of Customizations on the County's server(s)**

Objective: Deliver Customization(s) in Tyler software.

Scope: Program for Customization is complete and available in Tyler software, Customization testing.

Acceptance criteria: Delivery of Customization(s) results in objectives described in the County-specified specification.

- **Standard Forms & Reports Delivered**

Objective: Provide Standard Forms & Reports for review.

Scope: Installation of all Standard Forms & Reports included in the Agreement.

Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4.

Commented [bd28]: Request to add "Tyler staff reviews the error log with County Staff."

Commented [PP29R28]: I don't believe these details belong in the deliverables acceptance criteria. In the RACI matrix, it says that Tyler is responsible for initial error review.

Commented [bd30]: Request to add "Tyler provides session to review self-guided instructions with County Staff."

Commented [PP31R30]: This will be determined during project planning and can't be added here as a standard. For instance, if there is a very basic master file conversion and they've been through master file conversions before, I don't want these acceptance criteria to determine whether a day has to be scheduled unnecessarily, or not.

Commented [bd32]: Request to add "Tyler reviews data issues log with County Staff. County accepts or rejects data conversion."

Commented [PP33R32]: See RACI Matrix.

E.1.3.8 Build & Validate Stage Acceptance Criteria

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

E.1.4 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the County review the final Cutover plan. A critical Project success factor is the County 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.

E.1.4.1 Cutover Planning

County 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 County for success.

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

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

E.1.1.4.2 User Acceptance Testing (UAT)

The County performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system. Detailed test scripts are not part of the deliverable, but may be developed by the County using Tyler training materials.

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

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

E.1.1.4.3 End User Training

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

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

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

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

E.1.4.4 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.

E.1.4.5 Final Testing & Training Stage Deliverables

- Production Cutover checklist**
Objective: Provide a detailed checklist outlining tasks necessary for production Cutover.
Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing.
Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates.
- User Acceptance Test Plan**
Objective: Provide testing steps to guide users through testing business processes in Tyler software.
Scope: Testing steps for Standard business processes.
Acceptance criteria: Testing steps have been provided for Standard business processes.

E.1.4.6 Final Testing & Training Stage Acceptance Criteria

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

E.1.5 Production Cutover (Stage 5)

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

E.1.5.1 Final Data Conversion, if applicable

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

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

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

E.1.5.2 Production Processing & Assistance

Tyler staff collaborates with the County during Production Cutover activities. The County transitions to Tyler software for day-to day business processing.

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

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

E.1.5.3 Transition to Tyler Support

Tyler Project Manager(s) introduce the County to the Tyler Support team, who provides the County 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							COUNTY												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	County Executive Sponsor	County Steering Committee	County Project Manager	County Functional Leads	County Change Management Leads	County Power Users	County Department Heads	County End Users	County Technical Leads	County Project Toolset Coordinator	County Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C				
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

E.1.5.4 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 County Project Manager(s) to identify needs.

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

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

E.1.5.5 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.

E.1.5.6 Production Cutover Stage Deliverables

- Final data conversion, if applicable

Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.

Scope: Final passes of all conversions completed in this Phase.

Acceptance criteria: Data is available in production environment.

- **Support transition documents**

Objective: Define strategy for on-going Tyler support.

Scope: Define support strategy for day-to-day processing, conference call with County Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support.

Acceptance criteria: The County receives tools to contact support and understands proper support procedures.

E.1.5.7 Production Cutover Stage Acceptance Criteria

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

E.1.6 Phase/Project Closure (Stage 6)

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

E.1.6.1 Close Phase/Project

The County 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 County 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							COUNTY													
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	County Executive Sponsor	County Steering Committee	County Project Manager	County Functional Leads	County Change Management Leads	County Power Users	County Department Heads	County End Users	County Technical Leads	County Project Toolset Coordinator	County Upgrade Coordinator	
TASKS																					
Review outstanding Project activities and develop action plan		A	R	C							C	C	I		I			C			

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

E.1.6.2 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.

E.1.6.3 Phase/Project Closure Stage Deliverables

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

E.1.6.4 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

Section F: Roles and Responsibilities

F.1 Tyler Roles and Responsibilities

F.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the County’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 County's Executive Sponsor

F.1.2 Tyler Implementation Management

- Acts as the counterpart to the County Steering Committee.
- Assigns 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 County 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

F.1.3 Tyler Project Managers

- Ensures Deliverables meet contract requirements
- Prepares and presents contract milestone sign-offs for acceptance by Client project manager(s)
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Update and deliver Implementation Management Plan
- Defines Project tasks and resource requirements
- Develops initial and full scale Project schedule
- Collaborates with Client project manager(s) to plan and schedule Project timelines to achieve on-time implementation
- Tightly manages Scope and budget of Project; establishes process and approval matrix with the Client to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
- Establishes and manages a schedule and resource plan that properly supports the Project Plan as a whole that is also in balance with Scope/budget
- Establishes risk/issue tracking/reporting process between the Client and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the Client any items that may negatively impact the outcomes of the Project
- Collaborates with the Client'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
- Acts as liaison between project team and Tyler manager(s)
- Provides direction and support to Project team
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover checklist
- Assesses team performance and adjusts as necessary
- Interfaces closely with Tyler developers to coordinate program Modification activities

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- Coordinates with in Scope third party providers to align activities with ongoing Project tasks

F.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 onsite services performed by Tyler.
- Provides conversion Validation and error resolution assistance.
- Recommends guidance for testing Forms and Reports.
- Tests software functionality with the County following configuration.
- Assists during Cutover process and provides production support until the County transitions to Tyler Support.
- Provides product related education.
- Effectively facilitates training sessions and discussions with County 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 County's designated trainers for End Users.
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the Final Project Schedule.
- Keeps Tyler Project Manager(s) proactively apprised of any and all issues which may result in the need for additional training needs, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.

F.1.5 Tyler Data Conversion Experts

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

F.1.6 Tyler Forms Experts

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

F.1.7 Tyler Customization Programmers

- Performs analysis of requirements for all Customizations in Scope.
- Provides specifications for all Customizations in Scope.
- Programs and incorporates Customizations per the specifications into the base product.
- Performs internal quality assurance and developing technical and help documentation.
- Provides software updates and defect fixes.

F.1.8 Tyler Sales

- Provides sales background information to Implementation during Project Initiation.
- Supports Sales transition to Implementation.
- Provides historical information, as needed, throughout implementation.

F.1.9 Tyler Software Support

- Manages incoming customer 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 County on the status and resolution of reported issues.

F.2 County Roles and Responsibilities

F.2.1 County Executive Sponsor

- Provides clear direction for the Project and how it 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 County Steering Committee level as part of the escalation process.
- Actively participates in Organizational Change Communications.

F.2.2 County 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
 - CountyPolicies

F.2.3 County Project Manager

The County will assign a Project Manager prior to the start of this Project, with the overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The County Project Manager communicates decisions and commitments to Tyler Project Manager(s) in a timely and efficient manner. When the County Project Manager does not have the knowledge or authority to make decisions, he or she engages the correct resources from County to participate in discussions that result in decisions that meet time constraints and avoid Project delays.

- Contract Management
 - Validates contract compliance throughout the Project
 - Ensures invoicing and Deliverables meet contract requirements
 - Acts as primary point of contact for all contract and invoicing questions
 - Signs off on contract milestone acknowledgment documents
 - Collaborates on and approves change requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
 - Review and acknowledge Implementation Management Plan
 - Defines Project tasks and resource requirements for County Project team
 - Collaborates in the development of and approval of the Project Plan and Project schedule
 - Collaborates with Tyler Project Manager(s) to plan and schedule Project timelines to achieve on-time implementation
- Implementation Management
 - Tightly manages Scope and budget of Project and collaborates with Tyler Project Manager to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
 - 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
 - Collaborates with Tyler Project Manager to establish risk/issue tracking/reporting process between the County and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may negatively impact the outcomes of the Project
 - 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

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- Routinely communicates with both County staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members
 - Team Management
 - Acts as liaison between Project Team and Stakeholders
 - Identifies and coordinates all County resources across all modules, Phases, and activities including data conversions, Forms design, hardware and software Installation, reports building, and satisfying invoices
 - Provides direction and support to Project team
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project schedule, task list, and Production Cutover checklist
 - Assesses team performance and takes corrective action, if needed
 - Provides guidance to County technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution
 - Coordinates with in Scope third party providers to align activities with ongoing Project tasks

F.2.4 County Functional Lead

- 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 County 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 County Project Manager
- Prepares and Validates Forms
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - 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 County resources

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- Attendance at scheduled sessions
 - Change Management activities
 - Customization specification, demonstrations, testing and approval assistance
 - Conversion Analysis and Verification Assistance
 - Decentralized End User Training
 - Process Testing
 - User Acceptance Testing

F.2.5 County Power User

- Participates in Project activities as required by the Project team and Project Manager(s)
- Provides subject matter expertise on County business processes and requirements
- Acts as Subject Matter Experts and attends current/future state and Validation sessions as needed
- Attends all scheduled training sessions
- Participates in all required post-training processes as needed throughout Project
- Participates in conversion Validation
- Tests all Application configuration to ensure it satisfies business process requirements
- Becomes Application expert
- Participates in User Acceptance Testing
- Adopts and supports changed procedures
- Completes all Deliverables by the due dates defined in the Project schedule
- Demonstrates competency with Tyler products processing prior to Production Cutover
- Provides knowledge transfer to County staff during and after implementation, as necessary

F.2.6 County End User

- Attends all scheduled training sessions
- Becomes proficient in Application functions related to job duties
- Adopts and utilizes changed procedures
- Completes all Deliverables by the due dates defined in the Project schedule
- Utilizes software to perform job functions at and beyond Production Cutover

F.2.7 County 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 County's Legacy System per the conversion schedule set forth in the Project schedule
- 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 County 3rd party Data Exchanges.
- Develops or assists in creating Reports as needed

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- Ensures onsite system hardware meets specifications provided by Tyler
 - Assists with software deployment as needed

F.2.8 County 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 County's Software Upgrade process
- Assists with the Software Upgrade process, if required, during implementation
- Manages Software Upgrade activities post-implementation
- Manages Software Upgrade plan activities
- Coordinates Software Upgrade plan activities with County and Tyler resources
- Communicates changes affecting users and department stakeholders
- Obtains department stakeholder sign-offs to upgrade Production environment

F.2.9 County 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

F.2.10 County 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

Section G: Appendix

G.1 Appendix 1: Deliverable Expectation Document

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

Deliverable Number: DED-C1 (ALL)	
Deliverable Name: Implementation Management Plans	Phase: CROSS ALL PHASES
Objective: To provide procedures for project management and managing changes to the project scope, schedule or budget.	
Scope: Customized management plans to reflect County's specific project approach. Management plans will document specific project management processes that are agreed upon between County and Tyler project manager. As part of project planning, the Tyler project manager will review the SOW and Agreement with County. The management plan will include all information and procedures for all phases of the project.	
Format: Microsoft Word	
Outline:	
<i>Resource Management Plan</i>	
<ul style="list-style-type: none"> • Identify Tyler resources on project and specific roles/tasks for the project • Identify County resources and what meetings/roles/tasks each needs to be included on • Determine method for identifying/communicating on-site resources 	
<i>Communication Management Plan</i>	
<ul style="list-style-type: none"> • Definition of Project Communications • Communication Methods • Key Stakeholders / Audiences for Each Communication • Frequency of Communications • Roles and Responsibilities 	
<i>Risk Management Plan</i>	
<ul style="list-style-type: none"> • Definition of Risks • Risk Assessment Methodology • Risk Documentation 	
<i>Quality/Testing Management Plan</i>	
<ul style="list-style-type: none"> • Testing Process • Testing Criteria • Process for Resolving Testing Issues • Quality Review Process / Deliverable Quality Review • Overall Project Quality Standards 	
<i>Schedule Management Plan</i>	
<ul style="list-style-type: none"> • Identify process for making adjustments to schedule 	

Deliverable Number: DED-C1 (ALL)

Education Management Plan

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

County Role:

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

Tyler Role:

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

Acceptance Criteria:

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

Deliverable Number: DED 1 (1-1, 2-1, 3-1,4-1,5-1)	
Deliverable Name: Project Plan / Schedule	Phases: 1, 2, 3,4,5
Objective: Task list with owners and due dates for successful completion of the project.	
Scope: See SOW Section F.1.4	
Format: Initially developed and maintained in MS Project. Portions of the plan will be extracted and displayed in MS SharePoint.	
Outline: The project plan will follow the Tyler Implementation Methodology WBS and contain all WBS tasks, tasks necessary for completion of WBS tasks, deliverables, milestones, review/acceptance periods, and other key project events.	
County Role:	
<ul style="list-style-type: none"> Review project plan Contribute information necessary to complete and maintain project plan 	
Tyler Role:	
<ul style="list-style-type: none"> Provide initial on-site and remote session schedule to County for approval Create project plan Post project plan to Project SharePoint site 	
Acceptance Criteria:	
<ul style="list-style-type: none"> The County signs off on the project plan and schedule The deliverable contains all the components specified in the Outline of this DED and the SOW The respective Tyler and County project team members have resolved all material content and/or quality issues. The deliverable is free of formatting and spelling errors. 	

Deliverable Number: DED 2(1-2, 2-2, 3-2, 4-2, 5-2)	
Deliverable Name: Configuration Design Document	Phases: 1, 2, 3, 4, 5
Objective: To document the information captured during the analysis sessions of each phase, along with the configuration schema for setup tables and a completed questionnaire.	
Scope: Tyler will lead County in analysis sessions using questionnaires as the basis for discussion. As answers are provided, Tyler Consultants will make note of pertinent information to use in subsequent discussions. As analysis turns to how Tyler products will be utilized and County processes potentially changed, County Functional Leads will be asked to make decisions related to new processes. Tyler Consultants will document the decisions and they will become the key components of the new system design.	
Format: MS Word document or MS Excel	
Outline:	
<ul style="list-style-type: none"> Completed questionnaires for each functional area/module in scope for the project. 	
County Role:	
<ul style="list-style-type: none"> Provide decisions for all processes Finalize decisions not made during sessions and communicate to Tyler; update document 	
Tyler Role:	
<ul style="list-style-type: none"> Create Design Document Validate all decisions are finalized before proceeding 	
Acceptance Criteria:	
<ul style="list-style-type: none"> The deliverable contains all the components specified in the Outline of this DED and the SOW 	

- The respective Tyler and County project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

Deliverable Number: DED 3 (1-3, 2-3, 3-3, 4-3, 5-3)	
Deliverable Name: Data Conversion Plan	Phases: 1, 2, 3, 4, 5
Objective: Document conversion option decisions, timelines, tasks and validation methods.	
Scope: Listing of all conversions that County selected to convert. As analysis sessions occur, the plan will be updated with scope of conversions, years of history, and fields to convert.	
Format: MS Excel	
Outline:	
<ul style="list-style-type: none"> • Conversion options to be exercised • Conversion options not to be completed, with description of change order action • Timelines for each conversion option • Reports and data validation recommendations 	
County Role:	
<ul style="list-style-type: none"> • Attend conversion and applicable module analysis sessions • Participate in planning discussions • Review and accept the conversion plan 	
Tyler Role:	
<ul style="list-style-type: none"> • Provide conversion analysis • Provide conversion specifications and guidelines • Provide guidance on proofing methods and tools • Create and provide the conversion plan 	
Acceptance Criteria:	
<ul style="list-style-type: none"> • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Tyler and County project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors. 	

Deliverable Number: DED 4 (1-4, 2-4, 3-4, 4-4, 5-4)	
Deliverable Name: Pre-Live Checklist	Phases: 1, 2, 3, 4, 5
Objective: Identify all tasks that will need to be completed for Go-live. Checklist will provide cutover timelines to cease processing in the legacy system, timeline for final conversions, contingency processing plans and instructions for decentralized departments.	
Scope: Implementation will provide the County with a checklist of items needed to be completed for Go-Live	
Format: MS Excel	
Outline:	
SAMPLE ACTIVITIES FROM A PAYROLL GO-LIVE CHECKLIST:	
<ul style="list-style-type: none"> • Separation of duties between Payroll and HR determined and tested • Validate process of starting a payroll, switch T & A users • Review Dept. Time & Attendance process, proof reports • Verify GL Distribution Posting correctly- Finance Dept. approval 	

Deliverable Number: DED 4 (1-4, 2-4, 3-4, 4-4, 5-4)	
<ul style="list-style-type: none"> Verify appropriate permission levels on General, Time & Attendance and Payroll Run Processing for all users 	
CHECKLIST COLUMNS:	
<ul style="list-style-type: none"> Item ID Activity Owner Date Verified County Approval (initials) Notes/Comments 	
County Role:	
<ul style="list-style-type: none"> Review and complete the list of items required for go-live. 	
Tyler Role:	
<ul style="list-style-type: none"> Provide County with a list of items required for completion for the go-live, by phase. 	
Acceptance Criteria:	
<ul style="list-style-type: none"> The deliverable contains all the components specified in the Outline of this DED and the SOW The respective Tyler and County project team members have resolved all material content and/or quality issues. The deliverable is free of formatting and spelling errors. 	

Deliverable Number: DED 5 (1-5, 2-5, 3-5, 4-5, 5-5)	
Deliverable Name: User Acceptance Test Plan	Phases: 1, 2, 3, 4, 5
Objective: Identify all key process areas that will need to go through User Acceptance Testing. Provide guidance on utilization of Tyler documentation to develop UAT scripts. Ensure plan is in place for internal County review and escalation of issues prior to reporting to Tyler Support.	
Scope: See Section E.4.2	
Format: MS Excel or MS Word	
Outline:	
SAMPLE ACTIVITIES FOR A VENDOR UAT:	
<ul style="list-style-type: none"> Open the Vendors program. <i>Financials > Accounts Payable > Vendor Processing > Vendors</i> On the Munis ribbon, click Add Enter a vendor number or click +1 to automatically assign the next available vendor number. Enter the vendor type. (These codes are user-defined and can be established in Accounts Payable Miscellaneous Codes.) Enter the vendor's current status. 	
County Role:	
<ul style="list-style-type: none"> Review and complete the list of items required for UAT. Take Tyler documentation and develop detailed scripts as needed. 	
Tyler Role:	
<ul style="list-style-type: none"> Provide County with a list of process areas for testing, materials for customization, suggestions for internal escalation of issues. 	
Acceptance Criteria:	
<ul style="list-style-type: none"> The deliverable contains all the components specified in the Outline of this DED and the SOW 	

Deliverable Number: DED 5 (1-5, 2-5, 3-5, 4-5, 5-5)
<ul style="list-style-type: none"> • The respective Tyler and County project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.

Deliverable Number: DED 6 (1-6, 2-6, 3-6, 4-6, 5-6)	
Deliverable Name: Phase/Project Closure Document	Phases: 1, 2, 3, 4, 5
Objective: Document key elements of phase/project and provide final reconciliation of budget, deliverables, and recommendations.	
Scope:	
<ul style="list-style-type: none"> • Budget Reconciliation • Change Orders Summary • Deliverables Summary • Transition to Support Documentation • General Recommendations 	
Format: MS Excel or MS Word	
Outline:	
<ul style="list-style-type: none"> • Budget Reconciliation • Change Orders Summary • Deliverables Summary • Transition to Support Documentation • General Recommendations 	
County Role:	
<ul style="list-style-type: none"> • Review and validate content • Present to Executive Project Sponsor(s) and Steering Committee 	
Tyler Role:	
<ul style="list-style-type: none"> • Prepare Closure Document • Present and review content • Archive final document 	
Acceptance Criteria:	
<ul style="list-style-type: none"> • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Tyler and County project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors. 	

G.2 Appendix 2: Data Conversion Summary

- Accounting Standard 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 Opt 1 - Actuals
 - General ledger – actual account summary balances for up to 3 years
 - Accounting Opt 2 - Budgets
 - General Ledger – budgeted account summary balances for up to 3 years
 - Accounts Payable Standard Master
 - Vendor master data such as names, addresses, SSN/FID, contacts, phone numbers, etc.
 - If remittance addresses are provided, these are converted into the related Munis Remittance Address table
 - The Vendor Master conversion is frequently loaded prior to go live and then maintained in Munis
 - If YTD 1099 amounts are provided for vendors, these balances are converted into the related Munis Vendor 1099 balances table
 - The 1099 balances are converted, validated, and loaded in live at Production Cutover
 - Accounts Payable Opt 1 - Checks
 - Check History - vendor, warrant, check#, check date, overall amount, GL cash account/date, and clearance information with related document/invoice numbers for each check
 - Accounts Payable Opt 2 - Invoices
 - Invoice History - General information for the invoice is stored in a Header record, and line-specific information stored in a Detail record
 - Animal License Std Master
 - Animal, name, breed, color rabies date, registration fee, paid amount
 - Animal License Opt 1 – Bills
 - AR amounts associated with license detail
 - EnerGov Permits & Inspections - Option 1 - Applications
 - Permits, Permit Applications, and Building detail
 - EnerGov Permits & Inspections - Option 2 - Violations
 - Complaints and Violations, including the originating and responsible departments
 - EnerGov Permits & Inspections - Option 3 - Inspections
 - Inspections information, containing status, dates, times, fees, location, invoice, and owner data, plus comments
 - EnerGov Permits & Inspections - Standard – Master
 - Property Use, with parcel and location information
 - Fixed Assets Std Master
 - Asset description, status, acquisition quantity, date, and amount, etc.
 - Fixed Assets Opt 1 – History
 - Transaction history data (acquisitions, disposals, transfers, etc.)
 - General Billing Std CID

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- Customer demographic information
 - General Billing Opt 1 - Recurring Invoices
 - Invoices that are sent on a regular basis, usually monthly
 - General Billing Opt 2 – Bills
 - Unlimited history of open and closed invoices
 - Payroll Standard
 - Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, etc.
 - Payroll Opt 1 - Deductions
 - Employee Deductions - including employee ID, deduction codes, tax information, and direct deposit information
 - Payroll Opt 2 – Accrual Balances
 - Employee Accrual Balances (Vacation, Holiday, and other leave balances)
 - Payroll Opt 3 - Accumulators
 - YTD, QTD, MTD Accumulators - Employee pay and deduction amounts (and sometimes amounts paid by the employer on behalf of the employee)
 - Payroll Opt 4 – Check History
 - Employee check history with check# and check date, earnings and deductions
 - Payroll Opt 5 – Earnings/Deduction History
 - Payroll Earnings and Deductions History tied to check history and accumulators
 - Payroll Opt 6 – Applicant Tracking
 - application requisition applicant master data, plus applicant references, etc.
 - Payroll Opt 8 - 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 Opt 9 – State Retirement Tables
 - specific state-required data, plus related service years information
 - Purchasing – Purchase Orders – Standard
 - Open PO Header data (vendor, buyer, date, accounting information, etc.) and PO Detail (line) information
 - Utility Billing – Standard
 - Utility Billing account information - previous and current customer owner information- address info, phone, fax, SSN number, FID number, account status, parcel number, location street, apartment, County, state, zip, book number, read sequence, account start and end date, EFT bank information.
 - Utility Billing Option 1: Services

-
- Service codes, service status, type, factor, condo units, bill cycle codes, budget information, winter usage, meter readings (current and previous), meter usage (current and previous), sales tax information
 - **Utility Billing Option 2: Assessments**
 - Assessments can be converted as a stand-alone application. If County wishes to convert assessments std, opt2 and opt 4 must be purchased.
 - **Utility Billing Option 3: Consumption History**
 - History of meter readings, usage, read dates, usage days, bill amounts, bill dates, read codes
 - **Utility Billing Option 4: Balance Forward A/R**
 - A total balance due of the account or total balance due by charge code. Previous balance is converted by charge code if they penalties are applied on the current balance
 - **Utility Billing Option 5: Service Orders**
 - Service Orders for meter repairs, checks for leaky meter, reread a meter due to high reading
 - **Utility Billing Option 6: Backflow**
 - Account information, backflow device information, backflow type, and backflow violations

G.3 Glossary

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 recurrently, 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.
Customization	Modification of software program package to provide individual customer requirements documented within the Scope of the Agreement.
Cutover	The point when a client begins using Tyler software in Production.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a customer (either internal or external) 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.
Install	References the initial Installation of software files on client servers 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.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.

Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler Project manager or different individual assigned.
Power User	An experienced client person who is an expert in client business processes, as well as knowledgeable in requirements and acceptance criteria.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the client Project manager to discuss Scope, information needed for Project scheduling and resources.
Questionnaire	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Scope	Products and services that are included in the Agreement.
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.
Software Upgrade	References the act of updating software files to a newer software release.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

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SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services 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 Software as a Services Agreement, including the Exhibits thereto.
- "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 New Kent County and New Kent County School District.
- "Data" means your data necessary to utilize the Tyler Software.
- "Data Storage Capacity" means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- "Defect" means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in Section 9.1 of our written proposal to you ("Proposal Checklist"), or their functional equivalent. In the event of a conflict between the Proposal Checklist and the current Documentation, the Proposal Checklist will control; however, and notwithstanding the foregoing, 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.
- "Defined Users" means the number of users that are authorized to use the SaaS Services. The Defined Users for the "Munis" software are thirty-two (32) concurrent users. The Defined Users for the "EnerGov" software are thirty (30) named users.
- "Developer" means a third party who owns the intellectual property rights to Third Party Software.
- "Disaster" means an unplanned event that is not within your reasonable control which results in the failure of the Tyler Software licensed by you to perform Critical Processes. "Critical Processes" will be defined by mutual agreement in the Disaster recovery plan. 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 you have with us, or a failure that can be remedied in less than sixteen business hours.
- "Documentation" means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- "Effective Date" means the date on which your authorized representative signs the Agreement.

- “Force Majeure” means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- “Internal Business ~~Processes~~Purposes” means day to day operation of the New Kent County and New Kent County School District as a going concern.
- “Investment Summary” means the agreed upon cost proposal for the products and services attached as Exhibit A.
- “Invoicing and Payment Policy” means the invoicing and payment policy. A copy of the current Invoicing and Payment Policy is attached as Exhibit B.
- “Milestone(s)” means the benchmark(s) of performance consisting of an identified deadline for the completion of specific services and acceptance of identified Deliverables, as specified in the Statement of Work.
- “SaaS Fees” means the fees for the SaaS Services identified in the Investment Summary.
- “SaaS Services” means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- “SLA” means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- “Statement of Work” means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as 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 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.
- “Third Party Hardware” means the third party hardware, if any, identified in the Investment Summary.
- “Third Party Products” means the Third Party Software and Third Party Hardware.
- “Third Party Software” means the third party software, if any, identified in the Investment Summary.
- “Tyler” means Tyler Technologies, Inc., a Delaware corporation.
- “Tyler Software” means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- “we”, “us”, “our” and similar terms mean Tyler.
- “you” and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your ~~internal business~~ purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the

SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional concurrent users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

Commented [GS1]: Additional Munis users are \$1,000 per user per year.

Additional EnerGov users are \$1,453 per user per year.

This pricing will be added to the Investment Summary as a comment, once we determine how long the pricing will be held.

3. Ownership.

3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

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

3.3 You retain all ownership and intellectual property rights to the Data.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 16, Type 2. We have attained, and will maintain, Type II SSAE compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our SSAE-16 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.

- 6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.8 We provide secure data transmission paths from each of your workstations to our servers.
- 6.9 For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan.

We will finalize that documentation with you upon execution of this Agreement.

2. **Professional Services Fees.** 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.
3. **Additional Services.** The Investment Summary contains and the Statement of Work describes the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. **Cancellation.** If travel is required, we will make all reasonable efforts to schedule travel for our personnel, 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 non-refundable expenses incurred by us on your behalf. In the event you repeatedly make last-minute cancellations, you may be liable for daily fees associated with canceled professional services, in an amount not to exceed the actual days canceled, 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. You will not be responsible for fees related to cancellations initiated by us.
5. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. The personnel we assign shall have the necessary skills, experience and knowledge to perform their assigned duties. 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. **Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. **Client Assistance.** You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other Milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. 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). You will not be liable for failure to meet any deadlines and Milestones when such failure is due to Force Majeure or to the failure of our personnel to perform according to the mutually agreeable project schedule.
8. **Maintenance and Support.** For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 8.1 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);

8.2 provide telephone support during our established support hours;

8.3 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;

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

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

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we 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 and you will not be billed for our travel expenses and service fees, 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 your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access 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. DocOrigin End User License Agreement. Notwithstanding any statement to the contrary in the DocOrigin End User License Agreement provided at Exhibit D, Tyler represents that it is authorized by DocOrigin's Developer to agree that the law governing the DocOrigin End User License Agreement shall be Texas law, and that jurisdiction and venue for any dispute arising out of or relating to the DocOrigin End User License Agreement shall be in a court serving Dallas County, Texas. Section 8.4 of the DocOrigin End User License Agreement attached hereto as Exhibit D is hereby deleted in its entirety and replaced with the following:

"This Agreement shall be governed by the laws of the State of Texas. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of Dallas County, 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."

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If you have completed the action plan items agreed to be done by you and we do not complete the action items we have agreed to complete, in a manner that conforms to the terms and conditions of this Agreement, then you may continue to withhold payment and pursue termination under Section F. 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 SaaS 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. We will not suspend delivery of SaaS Services, including maintenance and support services, during the foregoing invoice dispute process, unless 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.

SECTION F – TERM AND TERMINATION

1. **Term.** The initial term of this Agreement is seven (7) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **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 E(2).
 - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(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 H(3).
 - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, 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, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
 - 2.5 **Fees for Termination without Cause during Initial Term.** If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
 - a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus ~~75~~65% of the SaaS Fees then due for the remainder of the initial term;
 - b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus ~~50~~40% of the SaaS Fees then due for the remainder of the initial term; and
 - c. if you terminate ~~after~~during the ~~second~~third year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term.; ~~and~~

- d. if you terminate during the fourth year of the initial term, 100% of the SaaS Fees through the date of termination plus 20% of the SaaS Fees then due for the remainder of the initial term; and
- e. if you terminate during the fifth year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term.
- 3. Data. We will provide you with a copy of your data in a standard file format within fifteen (15) days of termination, at no additional charge.

SECTION G – 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 G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 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 this Agreement and refund you the prepaid but unused SaaS Fees for the year in which the Agreement terminates. 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, 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 (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under 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) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), TOTAL FEES ~~PAID AS OF THE TIME OF THE CLAIM~~ SET FORTH IN THE INVESTMENT SUMMARY; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(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 following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – 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 ~~twelvetwenty-four (12/24)~~ months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those ~~twelvetwenty-four (12/24)~~ 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

Commented [GS2]: Open issue until implementation schedule finalized

the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for ~~twelve~~twenty-four (1224) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. 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. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. 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. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the

estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. 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. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. 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. No Waiver. 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. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. 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. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;

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

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.** This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

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. **Contract Documents.** This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work
Exhibit F	New Kent County Request for Proposal for Software and Implementation Services for Enterprise Resource Planning (ERP) Software System ("RFP")
Exhibit G	Tyler's Proposal Dated November 19, 2015 in Response to the RFP ("Proposal")

23. **Order of Precedence.** In the event of conflict among the contract documents, the following order of precedence shall apply:

1. The Agreement, excluding Exhibit E – Statement of Work, Exhibit F – RFP and Exhibit G – Proposal
2. Exhibit E – Statement of Work
3. Exhibit G – Proposal
4. Exhibit F – RFP

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.

New Kent County and New Kent County School District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.

Address for Notices:

New Kent County and New Kent County School District
12007 Courthouse Circle
New Kent, VA 23124
Attention: _____

One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel



Exhibit A
Investment Summary

The following Investment Summary details the software 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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Exhibit B Invoicing and Payment Policy

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

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

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 **Project Planning Services:** Project planning services are invoiced upon delivery of the implementation planning document.
 - 2.2 **VPN Device:** The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.3 **Implementation and Other Professional Services (including training):** Implementation and Conversion services are quoted as part of your SaaS fees, and will be invoiced as set forth above.
 - 2.4 **Other Fixed Price Services:** Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. The "Implementation Days" listed in the Other Services section of the Investment Summary are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
3. **Third Party Products.**
 - 3.1 **Third Party Hardware:** Third Party Hardware costs, if any, are invoiced upon delivery.
4. **Expenses.** The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B 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.

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

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



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

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

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

4. Meals and Incidental Expenses

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

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a

trip are governed as set forth below.

Departure Day

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

Return Day

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

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

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

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. **Service Availability**

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

We will work diligently to resolve any Downtime you experience. All issues reported through support have a 1-hour response time goal, but outages are responded to within a few minutes. If we declare a Disaster with our datacenter, we will have you running in the Disaster recovery datacenter in 24 hours, with a backup from 24 hours ago (24hr RPO/24hr RTO).

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request

that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C
Schedule 1
Support Call Process

Support Channels

We provide the following channels of software support:

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

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

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

Support Availability

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

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

Issue Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

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

- (1) Level 1: front-line representatives

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

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

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

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

Remote Support Tool

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



Exhibit D
End User License Agreement

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Last Updated: [July 18 2013]