



LICENSE AND SERVICES AGREEMENT

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

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

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

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the Town of Nags Head, North Carolina.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date 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.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“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 – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a



Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. 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. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours. The foregoing notwithstanding, we will not provide services in addition to those listed in the investment summary, or change the rates for those services, without your advance written consent.
3. Additional Services. The Investment Summary contains 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. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other



milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

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

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

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

SECTION E – THIRD PARTY PRODUCTS

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

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.



3. Third Party Products Warranties.

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

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

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

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

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

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

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

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

2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You



will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

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

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your

license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. 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) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**
5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF DAMAGES PROVIDED IN THIS PARAGRAPH SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2) OF THIS AGREEMENT.**
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 I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** Each party agrees to provide the other party with written notice within thirty (30) days of becoming aware of a dispute. Each party agrees to cooperate with the other party 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 the parties 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 shall include, but not be limited to: social security numbers; any employment related or personnel records; communications with legal counsel; information that a public agency is not required

to disclose pursuant to Section 132.12 of the North Carolina General Statutes; and 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, at the time of disclosure, 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.; We will not disclose your data unless required by law. If we receive a request for your data, we will, to the extent permitted by applicable law, provide notice of such request.

- 18. Business License. In the event a local business license is required for us to perform services hereunder, we will 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. The foregoing notwithstanding, nothing in this provision shall be construed as to permit us to change this Agreement without your advance written consent.
- 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	Maintenance and Support Agreement Schedule 1: Support Call Process
Exhibit D	DocOrigin EULA
Exhibit E	Tyler Systems Management Services Terms



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.

Town of Nags Head

By: AW Diaz

By: Cliff Ogburn

Name: Abigail Diaz

Name: Cliff Ogburn

Title: VP & Associate General Counsel

Title: Town Manager

Date: 9/29/16

Date: 9-30-16

Address for Notices:

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

Address for Notices:

Town of Nags Head
5401 S. Croatan Highway
Nags Head, NC 27959-0099
Attention: Amy Miller
Finance Officer



Exhibit A Investment Summary

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

Tyler Sales Quotation # 2016-18616 to be inserted prior to execution.



Quoted By: Michael Krissel
 Date: 9/28/2016
 Quote Expiration: 9/30/2016
 Quote Name: Town of Nags Head-ERP-Munis
 Quote Number: 2016-18616
 Quote Description: New ERP Software

Sales Quotation For
 Town of Nags Head
 5401 S. Croatan Highway
 Nags Head, North Carolina 27959-0099
 Phone (252) 441-8230

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Accounting/GL/BG/AP - Basic Start	\$11,500.00	14 @ \$1,275.00	\$17,850.00	\$5,740.00	\$35,090.00	\$2,070.00
Cash Management - Basic Start	\$2,750.00	1 @ \$1,275.00	\$1,275.00	\$0.00	\$4,025.00	\$495.00
Fixed Assets - Basic Start	\$4,400.00	1 @ \$1,275.00	\$1,275.00	\$1,400.00	\$7,075.00	\$792.00
NC Sales Tax Reimbursement	\$1,100.00	1 @ \$1,275.00	\$1,275.00	\$0.00	\$2,375.00	\$198.00
Purchasing - Basic Start	\$7,150.00	3 @ \$1,275.00	\$3,825.00	\$1,260.00	\$12,235.00	\$1,287.00
Payroll/HR:						
HR Management	\$7,700.00	5 @ \$1,275.00	\$6,375.00	\$0.00	\$14,075.00	\$1,386.00
Payroll w/ESS	\$16,100.00	13 @ \$1,275.00	\$16,575.00	\$13,200.00	\$45,875.00	\$2,898.00
Revenue:						
Accounts Receivable - Basic Start	\$3,850.00	4 @ \$1,275.00	\$5,100.00	\$0.00	\$8,950.00	\$693.00
General Billing	\$1,650.00	2 @ \$1,275.00	\$2,550.00	\$700.00	\$4,900.00	\$297.00
Tax Billing	\$11,000.00	16 @ \$1,275.00	\$20,400.00	\$12,000.00	\$43,400.00	\$2,750.00
Tyler Cashiering - Basic Start	\$6,000.00	2 @ \$1,275.00	\$2,550.00	\$0.00	\$8,550.00	\$1,080.00
UB Interface	\$2,750.00	2 @ \$1,275.00	\$2,550.00	\$0.00	\$5,300.00	\$495.00

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Utility Billing CIS	\$7,200.00	11 @ \$1,275.00	\$14,025.00	\$13,400.00	\$34,625.00	\$1,296.00
Productivity:						
Tyler Forms Processing	\$7,500.00	0 @ \$1,275.00	\$0.00	\$0.00	\$7,500.00	\$1,500.00
Tyler Content Manager SE - Basic Start	\$9,000.00	3 @ \$1,275.00	\$3,825.00	\$2,000.00	\$14,825.00	\$1,620.00
Munis Analytics & Reporting - Basic Start	\$15,700.00	5 @ \$1,275.00	\$6,375.00	\$0.00	\$22,075.00	\$2,826.00
Citizen Self Service	\$3,850.00	1 @ \$1,275.00	\$1,275.00	\$0.00	\$5,125.00	\$693.00
Additional:						
MUNIS Disaster Recovery Service	\$0.00	0 @ \$1,275.00	\$0.00	\$0.00	\$0.00	\$5,594.00
Tyler System Management Services Contract	\$0.00	0 @ \$1,275.00	\$0.00	\$0.00	\$0.00	\$5,594.00
Sub-Total:	\$119,200.00		\$107,100.00	\$49,700.00	\$276,000.00	\$33,564.00
Less Discount:	<u>\$23,840.00</u>		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$23,840.00</u>	<u>\$22,376.00</u>
TOTAL:	\$95,360.00	84	\$107,100.00	\$49,700.00	\$252,160.00	\$11,188.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
AP/PR Check Recon Import	1	\$1,000.00	\$0.00	\$1,000.00
AP Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00
Install Fee - New Server Install-WIN	1	\$4,000.00	\$0.00	\$4,000.00
Project Planning Services	1	\$4,000.00	\$0.00	\$4,000.00
PR Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00
TCM Conversion - Implementation	2	\$1,275.00	\$0.00	\$2,550.00
Tyler Forms Library - Financial - Basic Start	1	\$800.00	\$0.00	\$800.00
Tyler Forms Library - General Billing - Basic Start	1	\$800.00	\$0.00	\$800.00
Tyler Forms Library - Payroll	1	\$1,200.00	\$0.00	\$1,200.00
Tyler Forms Library - Personnel Action	1	\$1,000.00	\$0.00	\$1,000.00
Tyler Forms Processing Configuration - Basic Start	1	\$1,200.00	\$0.00	\$1,200.00
Tyler Forms Library - State Tax - 5 Forms	1	\$2,400.00	\$0.00	\$2,400.00
Tyler Forms Library - Utility Billing	1	\$3,000.00	\$0.00	\$3,000.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
TOTAL:				\$27,950.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Cash Drawer	1	\$230.00	\$0.00	\$230.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner - Model 1900GSR	1	\$385.00	\$0.00	\$385.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner Stand	1	\$25.00	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00
ID Tech MiniMag USB Reader	1	\$62.00	\$0.00	\$62.00	\$0.00	\$0.00	\$0.00
Printer (TM-S9000)	1	\$1,600.00	\$0.00	\$1,600.00	\$0.00	\$0.00	\$0.00
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>				\$0.00	\$3,952.00		\$0.00
TOTAL:				\$3,952.00			\$0.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$95,360.00	\$11,188.00
Total Tyler Services	\$184,750.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$3,952.00	\$0.00
Summary Total	\$284,062.00	\$11,188.00
Contract Total	\$295,250.00	
(Excluding Estimated Travel Expenses)		
Estimated Travel Expenses	\$37,856.00	

Detailed Breakdown of Conversions (Included In Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting Opt 1 - Actuals - Basic Start	\$700.00	\$0.00	\$700.00
Accounting Opt 2 - Budgets - Basic Start	\$700.00	\$0.00	\$700.00
Accounting Standard COA - Basic Start	\$1,400.00	\$0.00	\$1,400.00
Accounts Payable Opt 1 - Checks - Basic Start	\$840.00	\$0.00	\$840.00
Accounts Payable Opt 2 - Invoice - Basic Start	\$1,260.00	\$0.00	\$1,260.00
Accounts Payable Standard Master - Basic Start	\$840.00	\$0.00	\$840.00
Fixed Assets Std Master - Basic Start	\$1,400.00	\$0.00	\$1,400.00
General Billing Std CID - Basic Start	\$700.00	\$0.00	\$700.00
Payroll - Option 1 Deductions	\$1,800.00	\$0.00	\$1,800.00
Payroll - Option 2 Accrual Balances	\$1,500.00	\$0.00	\$1,500.00
Payroll - Option 3 Accumulators	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 4 Check History	\$1,200.00	\$0.00	\$1,200.00
Payroll - Option 5 Earning/Deduction Hist	\$2,500.00	\$0.00	\$2,500.00
Payroll - Option 8 Position Control	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 9 State Retirement Tables	\$1,400.00	\$0.00	\$1,400.00
Payroll - Standard	\$2,000.00	\$0.00	\$2,000.00
Purchasing - Purchase Orders - Standard - Basic Start	\$1,260.00	\$0.00	\$1,260.00
Real Estate - Standard	\$12,000.00	\$0.00	\$12,000.00
Tyler Content Manager SE - Real Estate - Standard - RE & PP Master, CID, Bills (Header,Detail), Payment History, Special Conditions - 1 Doc Type	\$1,000.00	\$0.00	\$1,000.00
Tyler Content Manager SE - Utility Billing - Standard - UB Account, CID's - 1 Doc Type	\$1,000.00	\$0.00	\$1,000.00
Utility Billing - Option 1 Services	\$2,500.00	\$0.00	\$2,500.00
Utility Billing - Option 2 Assessments	\$1,200.00	\$0.00	\$1,200.00
Utility Billing - Option 3 Consumption History	\$2,000.00	\$0.00	\$2,000.00
Utility Billing - Option 4 Balance Forward AR	\$3,500.00	\$0.00	\$3,500.00
Utility Billing - Option 5 Service Orders	\$1,200.00	\$0.00	\$1,200.00
Utility Billing - Standard	\$3,000.00	\$0.00	\$3,000.00

Detailed Breakdown of Conversions (Included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
TOTAL:			\$49,700.00

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

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
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Financials:

Accounting/GL/BG/AP	\$11,500.00	\$2,300.00	\$9,200.00	\$2,070.00	\$2,070.00	\$0.00
Cash Management	\$2,750.00	\$550.00	\$2,200.00	\$495.00	\$495.00	\$0.00
Fixed Assets	\$4,400.00	\$880.00	\$3,520.00	\$792.00	\$792.00	\$0.00
NC Sales Tax Reimbursement	\$1,100.00	\$220.00	\$880.00	\$198.00	\$198.00	\$0.00
Purchasing	\$7,150.00	\$1,430.00	\$5,720.00	\$1,287.00	\$1,287.00	\$0.00
Payroll/HR:						
HR Management	\$7,700.00	\$1,540.00	\$6,160.00	\$1,386.00	\$1,386.00	\$0.00
Payroll w/ESS	\$16,100.00	\$3,220.00	\$12,880.00	\$2,898.00	\$2,898.00	\$0.00
Revenue:						
Accounts Receivable	\$3,850.00	\$770.00	\$3,080.00	\$693.00	\$693.00	\$0.00
General Billing	\$1,650.00	\$330.00	\$1,320.00	\$297.00	\$297.00	\$0.00
Tax Billing	\$11,000.00	\$2,200.00	\$8,800.00	\$2,750.00	\$2,750.00	\$0.00
Tyler Cashiering	\$6,000.00	\$1,200.00	\$4,800.00	\$1,080.00	\$1,080.00	\$0.00
UB Interface	\$2,750.00	\$550.00	\$2,200.00	\$495.00	\$495.00	\$0.00
Utility Billing CIS	\$7,200.00	\$1,440.00	\$5,760.00	\$1,296.00	\$1,296.00	\$0.00

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Productivity:						
Citizen Self Service	\$3,850.00	\$770.00	\$3,080.00	\$693.00	\$693.00	\$0.00
Munis Analytics & Reporting	\$15,700.00	\$3,140.00	\$12,560.00	\$2,826.00	\$2,826.00	\$0.00
Tyler Content Manager SE	\$9,000.00	\$1,800.00	\$7,200.00	\$1,620.00	\$1,620.00	\$0.00
Tyler Forms Processing	\$7,500.00	\$1,500.00	\$6,000.00	\$1,500.00	\$1,500.00	\$0.00
Additional:						
MUNIS Disaster Recovery Service	\$0.00	\$0.00	\$0.00	\$5,594.00	\$0.00	\$5,594.00
Tyler System Management Services Contract	\$0.00	\$0.00	\$0.00	\$5,594.00	\$0.00	\$5,594.00
TOTAL:	\$119,200.00	\$23,840.00	\$95,360.00	\$33,564.00	\$22,376.00	\$11,188.00

Comments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Comments

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

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

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

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

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

Utility billing library includes: 1 Utility bill, 1 UB receipt, 1 UB delinquent notice, 1 door hanger and 1 final utility bill.

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

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



Exhibit B Invoicing and Payment Policy

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

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

1. Tyler Software.

- 1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.
- 1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

2. Professional Services.

- 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
- 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
- 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.
- 2.5 *Other Fixed Price Services:* 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.

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

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

3. Other Services and Fees.

3.1 *Systems Management*: Systems Management Services are invoiced on the Available Download Date. Systems Management Services will renew automatically for additional one (1) year terms at our then-current Systems Management Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

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

4. Third Party Products.

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

4.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

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

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this 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 Maintenance and Support Agreement

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

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, , and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support services



remotely. 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, 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, and with reasonable access to working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

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

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

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
 7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



**Exhibit C
Schedule 1
Support Call Process**

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

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

Support Resources

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

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

Support Availability

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

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



Issue Handling

Incident Tracking

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

Incident Priority

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

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

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

Incident Escalation

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

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

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

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

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

Remote Support Tool

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



Exhibit D
DocOrigin End User License Agreement

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

DocOrigin

SOFTWARE LICENSE

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

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- 1.1** In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by OF Software Ltd., designed to provide unlocked access to the Software and its functionality.
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- 1.3** **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to download and install a copy of the Software from www.docorigin.com on a single machine and



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

- 1.4 Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by OF Software, the default license to the Software is a per-CPU license as described in A. below:
- A. Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer.
 - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
 - C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
- 1.6 Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
- 1.7 Third-Party Software License Rights.** If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

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



6. LIMITATIONS OF LIABILITY.

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

7. TERM AND TERMINATION

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

8. GENERAL PROVISIONS

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

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

Last Updated: [July 18 2013]



**Exhibit E
Terms For**

Tyler Systems Management ("TSM")

*Amy Miller OR
Vicky Wright*

Invoice to: *Town of Nags Head*

Contact: *Vicky Wright OR*

Address: *PO Box 99 Nags Head NC 27959*

Telephone: *252 449 2020*

accounts.payable@nagsheadnc.gov

I. Term of Agreement:

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

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

II. Scope of the Agreement:

Both parties acknowledge that this TSM Agreement covers only the services described below, for the internal business operations of the Town of Nags Head, North Carolina.

III. Payment:

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

IV. Covered System:

Servers that are required to run the Tyler application.

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

- a. TYLER SYSTEMS MANAGEMENT Service is available during TYLER's then-current business hours. TYLER'S current business hours are set forth at <http://www.tylertech.com/client-support>. CUSTOMER may contact a TSM technician using the contact information set forth at <http://www.tylertech.com/client-support>.



Calls will be recorded and answered on a first in first out basis, except on reports that declare CUSTOMER's system down, in which case CUSTOMER's call will be moved to the head of the queue

- b. TSM services are restricted to the primary production server(s) that the Tyler Software subject to this TSM Agreement is installed on. In cases where a stand-by server is employed, the stand-by server is included within the scope of this TSM Agreement, as long as the stand-by server is only used in the event of the primary production server failing.
- c. Database: Database administration services are restricted to three TYLER databases: one live database, one training database, and one test database.
 - (1) In cases where additional databases exist, each additional database will be subject to additional fees, which TYLER will quote to CUSTOMER at TYLER's then-current rates.
- d. Application Software: In-scope TSM services include two complete sets of the Tyler Software subject to this TSM Agreement: one live set and one test/train set.
- e. Required Foundation Software: TSM services include the support and installation of all foundation software TYLER requires CUSTOMER to procure to utilize one live, one train and one test database. Required foundation software is set forth at <https://check.tylertech.com/>. TYLER does not support, and this TSM Agreement does not include support services for, any Microsoft product that is not required foundation software. TYLER will reasonably cooperate with CUSTOMER in investigating issues within the Tyler Software that may be created by a Microsoft product, but it is CUSTOMER's responsibility to pursue support on Microsoft products directly from Microsoft or its authorized partners.
- f. TYLER will also perform system administrative tasks on the installed operating system and database administrative tasks on the installed database engine software.
- g. TYLER will also provide a remote installation and configuration of a new or upgraded server, at CUSTOMER'S request, once every two (2) years.

VI. CUSTOMER Responsibilities:

- a. CUSTOMER shall provide, at no charge to TYLER: full and free access to the programs covered hereunder; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.
- b. CUSTOMER shall install and maintain for the duration of this TSM Agreement a stable high speed network connection available for remote connections. CUSTOMER shall pay for installation, maintenance and use of such equipment and associated communication line use charges. TYLER, at its option, shall use this remote interface in connection with error correction.

VI. General

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



- b. **Excused Non-Performance:** TYLER shall not be responsible for delays in servicing the products covered by this TSM Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.
- c. **Limitation of Liability:** TYLER'S liability hereunder shall not exceed CUSTOMER'S actual, direct damages, not to exceed the TSM services fees paid for the year in which CUSTOMER'S claim accrues. CUSTOMER SHALL NOT, IN ANY EVENT, BE ENTITLED TO, AND TYLER SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF TYLER TECHNOLOGIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IRRESPECTIVE OF THE NATURE OF CUSTOMER'S CLAIM.
- d. **Governing Law:** This TSM Agreement shall be governed by, and construed in accordance with, the laws of CUSTOMER's state of domicile. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision.
- e. **Modification of this Contract:** No modifications or amendment of this TSM Agreement shall be effective unless set forth in writing and signed by both CUSTOMER and TYLER.
- f. **Suspension:** Support and services will be suspended whenever CUSTOMER's account is thirty (30) days overdue. Support and services will be reinstated when CUSTOMER's account is made current by paying all past due fees.
- g. **Reservation of Rights:** TYLER reserves all right, title and interest, including but not limited to intellectual property rights, in and to the Tyler Software, the TSM services, and any services or deliverables related thereto, except as expressly set forth in this TSM Agreement.



Exhibit F

Disaster Recovery Services Terms

Disaster Recovery ("DR") Services are provided according to the following terms and conditions:

1. **Definitions.** All defined terms not otherwise defined below shall have the meaning set forth in Section 1 of the Agreement:
 - 1.1. **Business Days:** Monday through Friday, excluding Holidays.
 - 1.2. **Business Hours:** 8 AM – 6 PM (EST) on Business Days.
 - 1.3. **Disaster:** An unplanned event that is not within the reasonable control of the Client which results in the failure of the Contractor Software to perform Critical Processes, as defined in the Parties' mutually agreed to Disaster Recovery Plan, further described below. A Disaster is *not* a hardware or network failure that would have been avoided with reasonable diligence and maintenance in accord with industry standards, a failure subject to a then-current Maintenance and Support Agreement or other Tyler-Client agreement, or a failure that can be remedied in less than sixteen (16) business hours.
 - 1.4. **Holiday:** A Contractor-observed holiday that falls on what would otherwise be a Business Day. Contractor currently observes the following holidays: New Year's Day (January 1), Memorial Day (observed), Independence Day (July 4), Labor Day (observed), Thanksgiving Day, Day after Thanksgiving Day, Christmas Day (December 25).
 - 1.5. **Recovery Point Objective ("RPO"):** Amount of time since last successful data transfer. With successful nightly transfer of data, RPO would be no more than twenty-four (24) hours.
 - 1.6. **Recovery Time Objective ("RTO"):** Twenty-four (24) business hours after receipt Disaster declaration for Client data not exceeding one (1) terabyte in size, for Critical Users using Critical Processes. RTO for Client data one (1) terabyte in size or greater shall be mutually agreed, specified and incorporated into the Disaster Recovery Plan.
2. **Term.** Contractor shall provide DR Services as set forth in this Exhibit for so long as the Client is timely paying its then-current annual DR fees, as set forth in Exhibit B of the Agreement. Should the Client opt to terminate DR Services, the Client must provide at least thirty (30) days' advance written notice to Contractor prior to the conclusion of the then-current term. In the event the Client terminates its Maintenance and Support Agreement with Contractor, DR Services shall be terminated simultaneously.
3. **Scope.** Prior to the declaration of a Disaster, if any, all DR Services shall be provided remotely. DR Services shall be provided on the Contractor Software. In the event the Disaster results in damage to Client's server(s) and a re-installation of the Contractor Software is required as a result of such damage, Tyler shall re-install the Contractor Software free of charge if the Client is enrolled in Tyler's System Management Services. Otherwise, such re-installation shall be obtained from Contractor at its then-current installation services rates. Contractor DR staff will contact the Client within twelve (12) Business Hours of any such reinstallation for reinstallation of DR software. Client's use of the Contractor Software remains subject to the terms and conditions set forth in the Agreement. Tyler shall support prior releases of the Contractor

Software in accordance with Tyler's Release Life Cycle Policy. The DR Services will be performed consistent with the estimated schedule mutually agreed to by the Parties.

4. Client Requirements. In order for Contractor to provide DR Services pursuant this Agreement, the Client shall:
 - 4.1 Provide high speed internet access, including upload bandwidth sufficient for complete nightly data transfers to comply with applicable RPO;
 - 4.2 Comply with then-current minimum hardware and network requirements as specified on Contractor's support website;
 - 4.3 Maintain security and access privileges for Tyler to receive data transfer and reasonably perform activities reasonably necessary for Tyler to provide DR Services;
 - 4.4 Accept responsibility for the data files, selection and implementation of controls for Client's location, and security of the stored data;
 - 4.5 Permit installation of DR software required for provision of DR Services in accord with these provisions, as reasonably determined by Tyler;
 - 4.6 Obtain and provide project requirements, data, decisions and approvals within five (5) Business Days of request and, in the event of a delay, relieve Tyler of its responsibility for the affected DR Service until Client performs that obligation
 - 4.7 Reasonably notify Tyler in advance of any changes in Client's network or applicable law or policy that impacts Tyler's ability to deliver DR Services; and
 - 4.8 Declaring a Disaster by calling Tyler at Tyler's then-current support hotline. Tyler's current support hotline is (207) 781-2260 or (800) 772-2260. The Client must clearly stating that CLIENT IS DECLARING A DISASTER.

5. Disaster Recovery Plan. The DR Plan is a mutually drafted document which provides additional details regarding the DR Services. An initial draft must be prepared within ninety (90) days of Contractor's receipt of Client Data. The parties' responsibilities with respect to the DR Plan are further defined below.
 - 5.1 Shared Responsibilities:
 - 5.1.1 Identify critical users for DR Services. There is a maximum number of 30.
 - 5.1.2 Identify Critical Processes.
 - 5.1.3 Identify integrations that will be made available from a Contractor hosting facility in the event of a Disaster, if any.
 - 5.1.4 Confirm RTO.
 - 5.1.5 Define recovery processes for post-Disaster operations, if requested by Client.
 - 5.1.6 Appoint a Client Project Manager and a Contractor Project Manager authorized to make decisions, receive communications, and coordinate performance according to the terms of this Exhibit.
 - 5.1.7 Coordinate change orders to document written descriptions of mutually agreed to changes to the DR Plan. In the event the change order is subject to additional fees, the Contractor will provide a quote for such change in service and will only perform according to that change, and subject to those fees, upon the Client's written approval.
 - 5.2 Tyler's Responsibilities:
 - 5.2.1 Coordinate activities associated with transfer of data to Tyler's data center.
 - 5.2.2 Document DR strategy for Critical Processes.
 - 5.2.3 Review the DR Plan with Client.
 - 5.2.4 Provide reasonable guidance for DR policies and procedures.
 - 5.2.5 Identify modules, databases, applications, and files required for DR Services.

5.3 Client's Responsibilities:

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

6. DR Services During A Disaster.

- 6.1 Upon declaration of a Disaster, Tyler shall provide DR Services from one of its hosting facilities for the duration of the Disaster, not to exceed thirty (30) consecutive Business Days. Use of Tyler's data center in excess of such period shall require the parties to execute a change order detailing the duration of the extension and the additional cost associated therewith.
- 6.2 Hosting services during a Disaster will be provided in accord with Tyler's then-current Service Level Agreement.
- 6.3 Processing Assistance During a Disaster includes, as necessary:
 - 6.3.1 Print Output: Payroll Checks, Retirement Checks, and Accounts Payable Checks.
 - 6.3.2 In the event print output is required to be sent non-electronically, Client shall bear the cost of shipment.
 - 6.3.3 Transfer of Automated Clearing House ("ACH") Files to bank on Client's behalf. Transfer may require pre-notification by Client to bank.
- 6.4 Clients receiving DR Services during a Disaster receive priority access to Tyler application support.
- 6.5 Client's Critical Processes will be accessible by Critical Users in accord with the applicable RTO.

7. Data Transfer. The electronic transfer solution provides nightly (between the hours of 8 PM and 6 AM) transfer and archiving of Client Data residing in the Contractor Software and is subject to the following conditions:

7.1 Process:

- 7.1.1 Initial data transfer may require portable disk.
- 7.1.2 Client shall provide to Tyler any required encryption key (or other comparable device), including the right to back-up such key (or device), required to access the transferred data.
- 7.1.3 Tyler Disaster Recovery staff will monitor status of data transfers on Business Days.
- 7.1.4 In the event of two (2) consecutive data transfer failures, Tyler will timely provide notice to Client in order to commence troubleshooting.
- 7.1.5 Tyler will provide transfer report related to Client data transfer upon request.

7.2 Limitations:

- 7.2.1 Data transferred shall include only items essential to provision of DR Services.
- 7.2.2 Data transferred to Tyler as part of DR Services is not available for Client's data retrieval or restoration not associated with the DR Services provided by Tyler. Tyler may provide data transferred by Client on an exception basis, upon request.
- 7.2.3 Third Party Products shall not be included in data transfer or the DR Services.

- 7.2.4 Only production databases are backed up.
 - 7.2.5 Data from the last seven (7) successful data transfers are retained by Tyler.
 - 7.2.6 Total data storage is limited to 200 gigabytes ("GB"). Storage limit may be increased in 200 GB increments by mutual agreement and at additional cost.
 - 7.2.7 Tyler is not responsible for the integrity of the data provided by Client to Tyler. Tyler will use the most current viable data to restore Client's Critical Processes.
 - 7.2.8 Tyler shall have no liability for failure of data transfers not solely caused by Tyler.
- 7.3 Access:
- 7.3.1 Tyler may use select information from the Client database for internal research and analysis purposes.
 - 7.3.2 To the extent the database contains confidential information, Tyler shall keep confidential such information in accordance with the confidentiality provisions of the Agreement(s) by which Client licenses the Tyler Software Products from Tyler.

8. Annual Disaster Recovery Test. The parties may review and test the DR Service on an annual basis, and on thirty (30) days' advance written notice or request. The Client must provide a list of users who will take part in the test. The test shall not exceed two (2) consecutive weeks. In the event the initial test is not mutually agreed to as successful, the Parties will re-conduct the test on these same terms.

9. Exclusions

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

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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 Town'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, Tax
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 Town 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 (30) 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 forty-five (45) 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 September 30, 2016.

A.3.1 Phase 1 – Financials

Phase Initiation – November, 2016
Phase Production Cutover Date – May, 2017
Estimated Duration – 6 months

A.3.2 Phase 2 – Payroll, Human Resources

Phase Initiation – May, 2017
Phase Production Cutover Date – October 1, 2017
Estimated Duration – 5 months

A.3.1 Phase 3 –General Billing & Collections

Phase Initiation – October, 2017
 Phase Production Cutover Date – February, 2018
 Estimated Duration – 4 months

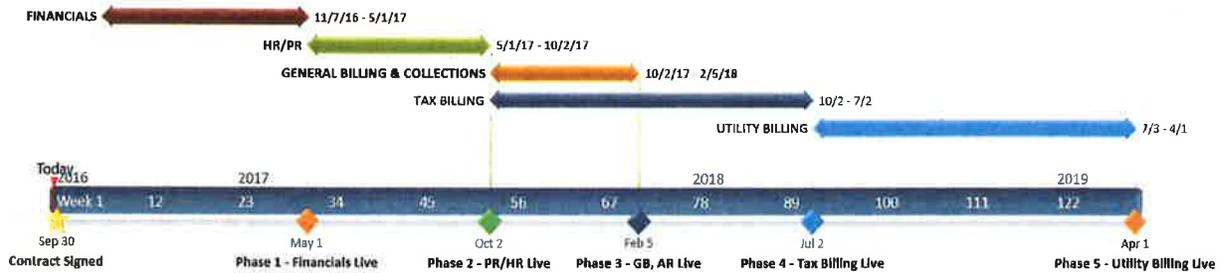
A.3.1 Phase 4 – Tax Billing

Phase Initiation – October, 2017
 Phase Production Cutover Date – July, 2018
 Estimated Duration – 9 months

A.3.2 Phase 5 – Utility Billing

Phase Initiation – July, 2018
 Phase Production Cutover Date – April, 2019
 Estimated Duration – 9 months

A.4 High Level Project Gantt Chart



Section B: Project Governance

B.1 Town Governance

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

B.1.1 Town 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	Town Decision Making Responsibility
------------------	-------------------------------------

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

Town 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 Town 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 Town 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
 - Town Policies

Executive Steering Committee Members	Title	Expected Commitment	Key Personnel
			No

B.1.4 Town Project Manager

Town’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 Town’s Executive Steering Committee and providing the leadership for the Town’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 Town tasks as defined in the project plan, task list, and go-live checklist
- Ensuring Town infrastructure is suitable for project requirements
- Acting as liaison between Town Project Team and Stakeholders
- Utilizing the SharePoint project site repository to ensure appropriate Town and Tyler access to project documents and information
- Scheduling Town 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

Town 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 Town Executive Project Sponsor and/or the Town 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 Town Executive Sponsors, Town Steering Committee, and/or the Town 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 Town. Tyler Project Managers will be responsible for reporting to the Town'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	UB/Billing & Collections Project Manager	N/A	No
TBD	Tax Billing Project Manager	N/A	No

Section C: Project Scope

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

To achieve the travel costs associated with the services to perform the tasks within the project scope, Town and Tyler agree that 30% of all implementation and consulting service tasks will be delivered remotely. Tyler and Town 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 requirements as indicated in Exhibit F - Functional Requirements.

C.1.1 Phase 1

C.1.1.1 Phase 1 Implementation Days and Software

The Implementation days listed below will be combined for Phase 1 and allocated appropriately during the project plan development. These days will be delivered following the Basic Start implementation methodology, which differs from Tyler's standard implementation methodology. Basic Start is further defined in Section G3:

Phase 1	Implementation Days
General Ledger – Basic Start	14
Budgeting – Basic Start	
Accounts Payable – Basic Start	
Cash Management – Basic Start	1
Fixed Assets – Basic Start	1
NC Sales Tax Reimbursement	1
Purchasing – Basic Start	3

C.1.1.2 Phase 1 Tyler Forms

The Basic Start Forms listed below will be delivered using standard templates with no customizations or changes beyond name, address, logo, bank account number, and tested in Phase 1:

Phase 1	Forms Included
Tyler Forms Financial Library – Basic Start	<ul style="list-style-type: none"> • 1 AP Check • 1 EFT/ACH • 1 Purchase Order

Phase 1	Forms Included
	<ul style="list-style-type: none"> • 1 Contract • 1099M • 1099INT • 1099S • 1099G

C.1.1.3 Phase 1 Data Conversions

Data Conversions listed in the Investment Summary that are associated with the software products listed in Phase 1 will be performed. Summary descriptions of data conversions may be found in **Appendix A**.

C.1.1.4 Phase 1 Custom Imports/Export

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

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

C.1.1.5 Phase 1 Technical Services

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

Phase 1 Technical Services	Qty
Install Fee – New Server Install-WIN	1

C.1.1.6 Phase 1 Third Party Hardware, Software and Services

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

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

C.1.2 Phase 2

C.1.2.1 Phase 2 Implementation Days and Software

The Implementation days listed below will be combined for Phase 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 2	Implementation Days
HR Management	5

Phase 2	Implementation Days
Payroll w/ESS	13

C.1.2.2 Phase 2 Tyler Forms

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

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

C.1.2.3 Phase 2 Data Conversions

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

C.1.2.4 Phase 2 Custom Imports/Export

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

Phase 2 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.1.3.1 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 delivered following the Basic Start implementation methodology, which differs from Tyler’s standard implementation methodology. Basic Start is further defined in Section G3:

Phase 3	Implementation Days
Accounts Receivable – Basic Start	4
General Billing – Basic Start	2
Tyler Cashiering – Basic Start	2

C.1.3.2 Phase 3 Tyler Forms

The Basic Start Forms listed below will be delivered using standard templates with no customizations or changes beyond name, address, logo, bank account number, and tested in Phase 3:

Phase 3 Tyler Forms	Forms Included
Tyler Forms General Billing Library – Basic Start	<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**.

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	1
Hand Held Scanner - Model 1900GSR	1
Hand Held Scanner Stand	1
ID Tech MiniMag USB Reader	1
Printer (TM-S9000)	1

C.1.4 Phase 4

C.1.4.1 Phase 4 Implementation Days and Software

The Implementation days listed below will be combined for Phase 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 4	Implementation Days
Tax Billing	16

C.1.4.2 Phase 4 Forms

The Forms listed below will be designed, delivered, and tested in Phase 4:

Phase 5 Tyler Forms	Forms Included
Tyler Forms State Tax Library	<ul style="list-style-type: none">• 5 forms

C.1.4.3 Phase 4 Data Conversions

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

C.1.4.4 Phase 4 Custom Imports/Export

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

Phase 4 Custom Imports/Exports	Qty
None	N/A

C.1.4.5 Phase 4 Third Party Hardware, Software and Services

The following Third Party Hardware will be delivered in Phase 4:

Phase 4 Third Party Hardware, Software & Services	Qty
None	N/A

C.1.5 Phase 5

C.1.5.1 Phase 5 Implementation Days and Software

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.

Phase 5	Implementation Days
Utility Billing CIS	11
UB Interface	2
Citizen Self Service	1

C.1.5.2 Phase 5 Tyler Forms

The Forms listed below will be designed, delivered, and tested in Phase 5:

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

C.1.5.3 Phase 5 Data Conversions

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**.

C.1.5.4 Phase 5 Custom Imports/Export

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

Phase 5 Custom Imports/Exports	Qty
None	N/A

C.1.5.5 Phase 5 Third Party Hardware, Software and Services

The following Third Party Hardware will be delivered in Phase 5:

Phase 5 Third Party Hardware, Software & Services	Qty
None	N/A

C.1.6 Cross Phase

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
Tyler Content Manager SE – Basic Start	3
TCM Conversion – Implementation	2
Munis Analytics & Reporting – Basic Start	5

C.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
Munis Disaster Recovery Service ²	N/A
Tyler System Management Services Contract	N/A
Tyler Forms Processing	N/A
Tyler Forms Processing Configuration – Basic Start	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. Munis has many flexible file layouts and options for importing and exporting data.

C.3 Reporting Scope

All in scope standard reports (those designated with a “SR” or “Standard Report” in Tyler’s response to Exhibit F - Functional Requirements) will be produced directly out of Munis. Any changes or customizations to these standard delivered reports requested by Town may result in a change order and additional cost.

The Tyler suite of programs contains hundreds of canned system reports, each utilizing configurable user-supplied parameters to provide hundreds of reporting variations. 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. Town 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, Town 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 Town 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 Town and Tyler have the ability to allocate additional internal resources if needed.
- The Town also ensures the alignment of their budget and Scope expectations.
- The Town 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

² Disaster Recovery covers all Tyler products with the exception of Tyler Content Manager

successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.

- Tyler and Town 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 Town Project Manager(s) ten (10) business days prior to any scheduled onsite or remote sessions.
- Tyler provides notice of any prerequisites to the Town Project Manager(s) a minimum of ten (10) business days prior to any key Deliverable due dates.
- Town users complete prerequisites prior to applicable scheduled activities.
- Tyler provides options for configuration and processing options available within the Tyler software. The Town is responsible for making decisions based on the options available.
- In the event the Town may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the Town's responsibility to define, document, and implement.
- The Town 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 Town will respond to information requests in a comprehensive and timely manner, in accordance with the Project schedule.

D.2 Data Conversion

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

-
- The Town 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 Town will provide network access for Tyler modules, printers, and Internet access to all applicable Town and Tyler Project staff.
- The Town has in place all hardware, software, and technical infrastructure necessary to support the Project.
- Town'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 Town does not meet minimum standards of Tyler's published specifications.

D.5 Education

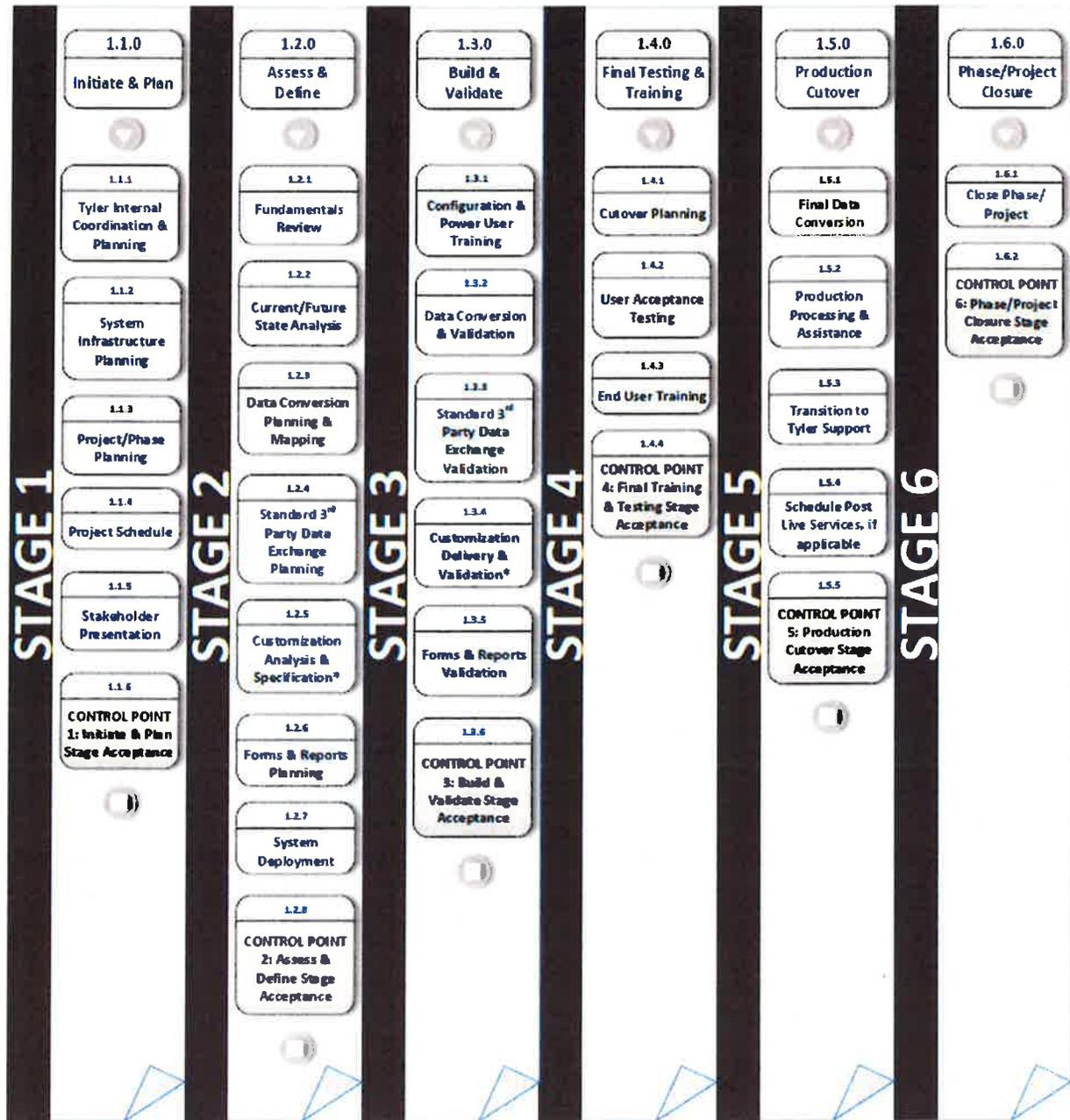
- During live and onsite training, the Town provides a training room for Tyler staff to transfer knowledge to Town resources, as well as a place for Town staff to practice what they have learned without distraction. If Phases overlap, Town will provide multiple training facilities to allow for independent 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 Town provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a Town provided projector, allowing all attendees the ability to actively engage in the training session.
- The Town testing database contains the Tyler software version required for delivery of the Customization prior to the scheduled delivery date for testing.
- The Town 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 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of Town and Tyler Project management teams, development of implementation management plans, and the provision and

discussion of system infrastructure requirements. Town participation in gathering information is critical. Tyler Project management teams present initial plans to stakeholder teams at Stage end.

E.1.1.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns Project Manager(s). Tyler provides the Town with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. Town 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 Town’s team. During this step, Tyler will work with the Town 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								TOWN											
	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	Town Executive Sponsor	Town Steering Committee	Town Project Manager	Town Functional Leads	Town Change Management Leads	Town Power Users	Town Department Heads	Town End Users	Town Technical Leads	Town Project Toolset Coordinator	Town Upgrade Coordinator
TASKS																				
Assign Tyler Project Manager	A	R	I						I			I								
Provide initial Project documents to Town	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R						C											

E.1.1.2 System Infrastructure Planning

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

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

STAGE 1	System Infrastructure Planning																			
	TYLER								TOWN											
	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	Town Executive Sponsor	Town Steering Committee	Town Project Manager	Town Functional Leads	Town Change Management Leads	Town Power Users	Town Department Heads	Town End Users	Town Technical Leads	Town Project Toolset Coordinator	Town Upgrade Coordinator
TASKS																				
Provide system hardware specifications			I					R	A										C	
Make hardware available for Installation			I					C				A							R	
Install system hardware, if applicable			I					C				A							R	
Complete system infrastructure audit			I					C				A							R	

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 Town and Tyler.

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

STAGE 1	Project/Phase Planning																			
	TYLER								TOWN											
	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	Town Executive Sponsor	Town Steering Committee	Town Project Manager	Town Functional Leads	Town Change Management Leads	Town Power Users	Town Department Heads	Town End Users	Town Technical Leads	Town Project Toolset Coordinator	Town Upgrade Coordinator
TASKS																				
Perform Project/Phase Planning		A	R								I	C	C							
Deliver implementation management plan		A	R									C	C							

E.1.1.4 Project Schedule

Town 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								TOWN											
	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	Town Executive Sponsor	Town Steering Committee	Town Project Manager	Town Functional Leads	Town Change Management Leads	Town Power Users	Town Department Heads	Town End Users	Town Technical Leads	Town Project Toolset Coordinator	Town Upgrade Coordinator
Develop initial Project schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I					
Town reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Town approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

E.1.1.5 Stakeholder Presentation

Town 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								TOWN											
	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	Town Executive Sponsor	Town Steering Committee	Town Project Manager	Town Functional Leads	Town Change Management Leads	Town Power Users	Town Department Heads	Town End Users	Town Technical Leads	Town Project Toolset Coordinator	Town 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
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 Town'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: Town 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: Town acceptance of schedule based on Town resource availability and Project budget and goals.

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

E.1.2 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current Town 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 Town collaboration. The Town shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

E.1.2.1 Fundamentals Review³

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

³ Not included in Basic Start

STAGE 2	Fundamentals Review																			
	TYLER								TOWN											
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	Town Executive Sponsor	Town Steering Committee	Town Project Manager	Town Functional Leads	Town Change Management Leads	Town Power Users	Town Department Heads	Town End Users	Town Technical Leads	Town Project Toolset Coordinator	Town Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I								A	R		I					C	
Ensure all scheduled attendees are present			I	I						A	R	C		I						
Facilitate fundamentals review		A	R									I	I	I						

E.1.2.2 Current/Future State Analysis

Town 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								TOWN											
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	Town Executive Sponsor	Town Steering Committee	Town Project Manager	Town Functional Leads	Town Change Management Leads	Town Power Users	Town Department Heads	Town End Users	Town Technical Leads	Town Project Toolset Coordinator	Town Upgrade Coordinator
Provide Current/Future State analysis materials to the Town as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I						C	A	R	I	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 Town’s Legacy System Applications to the Tyler system. Tyler staff and the Town 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								TOWN											
	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	Town Executive Sponsor	Town Steering Committee	Town Project Manager	Town Functional Leads	Town Change Management Leads	Town Power Users	Town Department Heads	Town End Users	Town Technical Leads	Town Project Toolset Coordinator	Town Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C				R	
Pull conversion data extract			I		I							A	C		C				R	
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R				I	
Review and approve initial data extract		A	I	C	R							I							I	
Correct issues with data extract, if needed			I	C	C							A	C		C				R	

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 Town’s responsibility to ensure the third party program operates or accesses the data correctly.

The Town 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																			
TASKS	TYLER								TOWN											
	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	Town Executive Sponsor	Town Steering Committee	Town Project Manager	Town Functional Leads	Town Change Management Leads	Town Power Users	Town Department Heads	Town End Users	Town Technical Leads	Town Project Toolset Coordinator	Town Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I				C	
Define or confirm needed Data Exchanges			I	C								A	C		C				R	

E.1.2.5 Customization Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The Town reviews the specifications and confirms they meet Town’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 Town business process change. It is the responsibility of the Town to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for Town 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 Town 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																			
TASKS	TYLER								TOWN											
	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	Town Executive Sponsor	Town Steering Committee	Town Project Manager	Town Functional Leads	Town Change Management Leads	Town Power Users	Town Department Heads	Town End Users	Town Technical Leads	Town Project Toolset Coordinator	Town Upgrade Coordinator
Analyze contracted custom program requirements			A	C			R					C	C	I	C				C	
Develop specification document(s)	A		I	C			R					I	I		I				I	
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C				C	
Sign-off on specification document(s) and authorize work			I				I			A	R	C	C	I	I				C	

E.1.2.6 Forms & Reports Planning

Town 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 Town-developed Reports or a newly discovered Customization that will require a Change Request.

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

STAGE 2	Forms & Reports Planning																			
	TYLER								TOWN											
	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	Town Executive Sponsor	Town Steering Committee	Town Project Manager	Town Functional Leads	Town Change Management Leads	Town Power Users	Town Department Heads	Town End Users	Town Technical Leads	Town Project Toolset Coordinator	Town 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.1.2.7 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																			
	TYLER								TOWN											
	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	Town Executive Sponsor	Town Steering Committee	Town Project Manager	Town Functional Leads	Town Change Management Leads	Town Power Users	Town Department Heads	Town End Users	Town Technical Leads	Town Project Toolset Coordinator	Town 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 Questionnaire⁴**

Objective: Gather and document information related to Townbusiness 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: Town acceptance of completed Questionnaire based on thoroughness of capturing all Town business practices to be achieved through Tyler solution.

- **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 Town, reflecting complete and accurate conversion decisions.

- **Customization specification documents, if contracted⁵**

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

Scope: Design solution for Customization.

Acceptance criteria: Town 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 Town 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.⁶

- **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, Town team members are trained on applicable system administration tasks.

⁴ Not included in Basic Start

⁵ Not included in Basic Start

⁶ Not included in Basic Start

E.1.2.10 Assess & Define Stage Acceptance Criteria

- Tyler software is installed
- Fundamentals review is complete⁷
- Required Form information complete and provided to Tyler
- Current/Future state analysis completed; Questionnaires delivered and reviewed⁸
- 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 Town’s needs identified during the Assess and Define Stage, preparing the Town for Final Testing and Training.

E.1.3.1 Configuration & Power User Training

Tyler staff collaborates with the Town 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 Town Power Users to prepare them for the Validation of the software. The Town 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								TOWN											
	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	Town Executive Sponsor	Town Steering Committee	Town Project Manager	Town Functional Leads	Town Change Management Leads	Town Power Users	Town Department Heads	Town End Users	Town Technical Leads	Town Project Toolset Coordinator	Town Upgrade Coordinator
TASKS																				
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

E.1.3.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the Town, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the Town reviews specific data elements

⁷ Not included in Basic Start

⁸ Not included in Basic Start

within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the Town to address conversion discrepancies prior to acceptance.

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

STAGE 3	Data Conversion & Validation																			
	TYLER								TOWN											
	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	Town Executive Sponsor	Town Steering Committee	Town Project Manager	Town Functional Leads	Town Change Management Leads	Town Power Users	Town Department Heads	Town End Users	Town Technical Leads	Town Project Toolset Coordinator	Town Upgrade Coordinator
Write and run data conversion program against Town 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 Town 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								TOWN											
	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	Town Executive Sponsor	Town Steering Committee	Town Project Manager	Town Functional Leads	Town Change Management Leads	Town Power Users	Town Department Heads	Town End Users	Town Technical Leads	Town Project Toolset Coordinator	Town 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 Town 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																			
TASKS	TYLER								TOWN											
	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	Town Executive Sponsor	Town Steering Committee	Town Project Manager	Town Functional Leads	Town Change Management Leads	Town Power Users	Town Department Heads	Town End Users	Town Technical Leads	Town Project Toolset Coordinator	Town Upgrade Coordinator
Develop and deliver contracted custom program(s)	A	I	C	I		R					I	C	I	C				I		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 Town tests each Standard Form/Report.

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

STAGE 3	Forms & Reports Validation																			
TASKS	TYLER								TOWN											
	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	Town Executive Sponsor	Town Steering Committee	Town Project Manager	Town Functional Leads	Town Change Management Leads	Town Power Users	Town Department Heads	Town End Users	Town Technical Leads	Town Project Toolset Coordinator	Town 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 Town to verify converted data for accuracy.

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

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

- **Installation of Customizations on the Town'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 Town-signed 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.

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 Town 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 Town review the final Cutover plan. A critical Project success factor is the Town 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

Town 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 Town for success.

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

STAGE 4	Cutover Planning																				
	TYLER								TOWN												
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	Town Executive Sponsor	Town Steering Committee	Town Project Manager	Town Functional Leads	Town Change Management Leads	Town Power Users	Town Department Heads	Town End Users	Town Technical Leads	Town Project Toolset Coordinator	Town 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	I	I				C	C	

E.1.4.2 User Acceptance Testing (UAT)

The Town 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 Town using Tyler training materials.

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

STAGE 4	User Acceptance Testing (UAT)																				
	TYLER								TOWN												
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	Town Executive Sponsor	Town Steering Committee	Town Project Manager	Town Functional Leads	Town Change Management Leads	Town Power Users	Town Department Heads	Town End Users	Town Technical Leads	Town Project Toolset Coordinator	Town 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.1.4.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day Town 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. Town users who attended the Tyler sessions may train any Town users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

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STAGE 4	End User Training																			
	TYLER								TOWN											
	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	Town Executive Sponsor	Town Steering Committee	Town Project Manager	Town Functional Leads	Town Change Management Leads	Town Power Users	Town Department Heads	Town End Users	Town Technical Leads	Town Project Toolset Coordinator	Town 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.1.1.4.4 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.1.1.4.5 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 Plan⁹**

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.1.1.4.6 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

⁹ Not included in Basic Start

- End User training completed

E.1.5 Production Cutover (Stage 5)

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

E.1.5.1 Final Data Conversion, if applicable

The Town provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The Town 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								TOWN											
	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	Town Executive Sponsor	Town Steering Committee	Town Project Manager	Town Functional Leads	Town Change Management Leads	Town Power Users	Town Department Heads	Town End Users	Town Technical Leads	Town Project Toolset Coordinator	Town Upgrade Coordinator
Provide final data extract			C		I						I	A	C		I	I	I	R		
Provide final extract balancing Reports			I		I						A	C			R			I		
Convert and deliver final pass of data		A	I	I	R						I	I			I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

E.1.5.2 Production Processing & Assistance

Tyler staff collaborates with the Town during Production Cutover activities. The Town 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								TOWN												
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	Town Executive Sponsor	Town Steering Committee	Town Project Manager	Town Functional Leads	Town Change Management Leads	Town Power Users	Town Department Heads	Town End Users	Town Technical Leads	Town Project Toolset Coordinator	Town Upgrade Coordinator	
Production processing			C	C						I	I	A	R	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C			

E.1.5.3 Transition to Tyler Support

Tyler Project Manager(s) introduce the Town to the Tyler Support team, who provides the Town 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								TOWN											
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	Town Executive Sponsor	Town Steering Committee	Town Project Manager	Town Functional Leads	Town Change Management Leads	Town Power Users	Town Department Heads	Town End Users	Town Technical Leads	Town Project Toolset Coordinator	Town Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

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 Town 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								TOWN											
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	Town Executive Sponsor	Town Steering Committee	Town Project Manager	Town Functional Leads	Town Change Management Leads	Town Power Users	Town Department Heads	Town End Users	Town Technical Leads	Town Project Toolset Coordinator	Town 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	

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 Town Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support.
Acceptance criteria: The Town 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 Town 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 Town 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 Town 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							TOWN												
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	Town Executive Sponsor	Town Steering Committee	Town Project Manager	Town Functional Leads	Town Change Management Leads	Town Power Users	Town Department Heads	Town End Users	Town Technical Leads	Town Project Toolset Coordinator	Town Upgrade Coordinator
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

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 Town'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 Town's Executive Sponsor

F.1.2 Tyler Implementation Management

- Acts as the counterpart to the Town 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 Town 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

Tyler Project Managers provide oversight of the Project, coordination of resources between departments, management of the Project schedule and budget, effective risk and issue management, and Contract Management.

- Contract
 - Validates contract compliance throughout the Project
 - Ensures Deliverables meet contract requirements
 - Acts as primary point of contact for all contract and invoicing questions
 - Prepares and presents contract milestone sign-offs for acceptance by Town Project Manager(s)
 - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
 - Update and deliver Implementation Management Plan
 - Defines Project tasks and resource requirements
 - Develops initial and full scale Project schedule for phase

-
- Collaborates with Town Project Manager(s) to plan and schedule Project timelines to achieve on-time implementation
 - 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.
 - Implementation Management
 - Tightly manages Scope and budget of Project; establishes process and approval matrix with the Town to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
 - Establishes risk/issue tracking/Reporting process between the Town and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the Town any items that may negatively impact the outcomes of the Project.
 - Collaborates with the Town's Project Manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project.
 - Sets a routine communication plan that will aide all Project team members, of both the Town and Tyler, in understanding the goals, objectives, current status and health of the Project.
 - Team Management
 - Acts as liaison between Project Team and Tyler Manager(s).
 - Identifies and coordinates all Tyler resources across all modules, Phases, and activities including development, conversions, Forms, Installation, Reporting, implementation, and billing.
 - Provides direction and support to Project team.
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
 - Assesses team performance and adjusts as necessary.
 - Interfaces closely with Tyler developers to coordinate program Customization activities
 - 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 Town following configuration.
- Assists during Cutover process and provides production support until the Town transitions to Tyler Support.
- Provides product related education.
- Effectively facilitates training sessions and discussions with Town 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 Town'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 Town with understanding and interpreting error Reports.
- Performs modifications and corrections to customized conversion programs as the Town 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 Town'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 Town on the status and resolution of reported issues.

F.1.10 Tyler Disaster Recovery Support

- Conducts and monitors nightly backups of Town databases at hosting facility; transfers nightly backups to Tyler's data center.
- Provides services to host Application in the event of a disaster.
- Provides 24 hour RPO – Recover Point Objective.
- Provides emergency response within two (2) business hours.
- Ensures Tyler Application availability within eight (8) business hours.
- Provides one (1) annual disaster planning walkthrough.

F.1.11 Tyler Systems Management Services

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

F.2 Town Roles and Responsibilities

F.2.1 Town 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 Town Steering Committee level as part of the escalation process.
- Actively participates in Organizational Change Communications.

F.2.2 Town 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
 - TownPolicies

F.2.3 Town Project Manager

The Town 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 Town Project Manager communicates decisions and commitments to Tyler Project Manager(s) in a timely and efficient manner. When the Town Project Manager does not have the knowledge or authority to make decisions, he or she engages the correct resources from Town 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 Town 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 Town 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
 - Routinely communicates with both Town 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 Town 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 Town 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 Town 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 Town 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 Town 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 Town resources
 - 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 Town Power User

- Participates in Project activities as required by the Project team and Project Manager(s)
- Provides subject matter expertise on Town 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 Town staff during and after implementation, as necessary

F.2.6 Town 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 Town 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 Town'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

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- Validates all users understand log-on process and have necessary permission for all training sessions
 - Coordinates Interface development for Town3rd party Data Exchanges.
 - Develops or assists in creating Reports as needed
 - Ensures onsite system hardware meets specifications provided by Tyler
 - Assists with software deployment as needed

F.2.8 Town 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 Town'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 Town and Tyler resources
- Communicates changes affecting users and department stakeholders
- Obtains department stakeholder sign-offs to upgrade Production environment

F.2.9 Town 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 Town 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 Town's specific project approach. Management plans will document specific project management processes that are agreed upon between Town and Tyler project manager. As part of project planning, the Tyler project manager will review the SOW and Agreement with Town. 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 Town 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 Town determine if attendees have learned required training outcomes?
 - How will follow up training be administered?

Town 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:

- Town 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 Town 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)	
Deliverable Name: Project Plan / Schedule	Phases: 1, 2, 3
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.	
Town 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 Town for approval • Create project plan • Post project plan to Project SharePoint site 	
Acceptance Criteria:	
<ul style="list-style-type: none"> • The Town 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 Town 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)	
Deliverable Name: Configuration Design Document ¹⁰	Phases: 1, 2, 3
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 Town 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 Town processes potentially changed, Town 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. 	
Town 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:	

¹⁰ Not included in Basic Start

- The deliverable contains all the components specified in the Outline of this DED and the SOW
- The respective Tyler and Town 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)	
Deliverable Name: Data Conversion Plan	Phases: 1, 2, 3
Objective: Document conversion option decisions, timelines, tasks and validation methods.	
Scope: Listing of all conversions that Town 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 	
Town 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 Town 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)	
Deliverable Name: Pre-Live Checklist	Phases: 1, 2, 3
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 Town 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 	

Deliverable Number: DED 5 (1-5, 2-5, 3-5)
<ul style="list-style-type: none"> • Verify GL Distribution Posting correctly- Finance Dept. approval • Verify appropriate permission levels on General, Time & Attendance and Payroll Run Processing for all users
CHECKLIST COLUMNS:
<ul style="list-style-type: none"> • Item ID • Activity • Owner • Date Verified • Town Approval (initials) • Notes/Comments
Town 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 Town 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 Town 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)	
Deliverable Name: User Acceptance Test Plan ¹¹	Phases: 1, 2, 3
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 Town 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. 	
Town 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 Town with a list of process areas for testing, materials for customization, suggestions for internal escalation of issues. 	

¹¹ Not included with Basic Start

Deliverable Number: DED 6 (1-6, 2-6, 3-6)

Acceptance Criteria:

- The deliverable contains all the components specified in the Outline of this DED and the SOW
- The respective Tyler and Town project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

Deliverable Number: DED 7 (1-7, 2-7, 3-7)

Deliverable Name: Phase/Project Closure Document

Phases: 1, 2, 3

Objective: Document key elements of phase/project and provide final reconciliation of budget, deliverables, and recommendations.

Scope:

- Budget Reconciliation
- Change Orders Summary
- Deliverables Summary
- Transition to Support Documentation
- General Recommendations

Format: MS Excel or MS Word

Outline:

- Budget Reconciliation
- Change Orders Summary
- Deliverables Summary
- Transition to Support Documentation
- General Recommendations

Town Role:

- Review and validate content
- Present to Executive Project Sponsor(s) and Steering Committee

Tyler Role:

- Prepare Closure Document
- Present and review content
- Archive final document

Acceptance Criteria:

- The deliverable contains all the components specified in the Outline of this DED and the SOW
- The respective Tyler and Town 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
 - With Basic Start, this will be imported
- Accounting Opt 2 - Budgets
 - General Ledger – budgeted account summary balances for up to 3 years
 - With Basic Start, this will be imported
- Accounts Payable Standard Master
 - Vendor master data such as names, addresses, SSN/FID, contacts, phone numbers, etc.
 - With Basic Start, recommend this be keyed
- 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
 - With Basic Start, recommend only uncleared checks be keyed
- 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
 - With Basic Start, we do not recommend converting
- Fixed Assets Std Master
 - Asset description, status, acquisition quantity, date, and amount, etc.
 - With Basic Start, this will be imported
- General Billing Std CID
 - Customer demographic information
- 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

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- 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 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
 - With Basic Start, we recommend keying open POs only
 - Real Estate - Standard
 - Parcel, location, owner, valuation, subdivision, deed, and date information regarding the parcel
 - Tyler Content Manager SE - Real Estate - Standard
 - RE & PP Master, CID, Bills (Header,Detail), Payment History, Special Conditions - 1 Doc Type
 - Tyler Content Manager SE - Utility Billing - Standard
 - UB Account, CID's - 1 Doc Type
 - 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, Town, 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

G.3 Appendix 3: Basic Start Implementation Methodology

Basic Start Implementation assumes a “templated” approach to setting up the Munis system, taking advantage of standard settings and configuration as well as utilization of the most common functionality. This results in a significant reduction in implementation days, project length, and associated cost. In order to accomplish this reduction in days, the Town will be given a significant listing of prerequisite work to be completed prior to all Tyler-led training. Prerequisites may be documents in the Munis Knowledgebase or eLearning on Tyler University.

Not all Munis functionality will be covered as part of Basic Start implementations since, as the name suggests, it is intended to provide an introductory level knowledge of the system. Data conversions are not typically included or recommended, as the time spent to support the data validation may extend the project timeline and budget. As with all project decisions, these topics will be discussed fully during the implementation as part of planning.

Since some of the quoted implementation is standard implementation and some is Basic Start, it will be important that the Town Project Manager communicate the different service deliverable and work effort expectations clearly to the End Users.

G.3.1 Sample Basic Start Topic Listing

COA & GENERAL LEDGER SETUP	Included	Activity	Time Required	Prerequisite
COA Analysis	x	Perform	1.5	TylerU
COA Follow Up	x	Perform	0.5	
COA Validation	x	Train	0.5	
GL Analysis	x	Complete	0.5	Questionnaire
General Ledger Settings	x	Train	1	Knowledgebase
Chart Manager	x	Train		TylerU
Chart of Account Segments	x	Train		TylerU
Project Master	x	Train		TylerU
Account Master	x	Train		TylerU
Chart of Accounts List	x	Train		TylerU
Account Mass Creation	x	Train		TylerU
Account Mass/Change/Reset	x	Train		TylerU
Due to/Due From	x	Train		TylerU
Change General Ledger Account Codes	x	Train		TylerU
Account Audit	x	Train		Knowledgebase
Journal Source Maintenance	x	Train		Knowledgebase
Account Import	x	Train		Knowledgebase
Journal Number Control	x	Train		Knowledgebase
Budget Rollup Groups	x	Train		Knowledgebase
Account X-Reference	x	Train		Knowledgebase
Milestone Codes	x	Train		Knowledgebase

GL PROCESSING	Included	Activity	Time Required	Prerequisite
General Journal Entry Proof	x	Train	0.5	TylerU
Journal Reversal	x	Train		TylerU
General Journal Approvals	x	Train		TylerU
Encumbrance Journal Entry/Proof	x	Train		TylerU
Accounting Entries	x	Train		TylerU
Recurring Journal Entry/Generate	x	Train		TylerU
Journal Import Templates	x	Train		eLearning
Journal Export Templates	x	Train		eLearning
GL & BUDGET INQUIRY & REPORTS	Included	Activity	Time Required	Prerequisite
GL Cubes		Self-Study		eLearning
Journal Inquiry	x	Train	1	TylerU
Account Trial Balance	x	Train		eLearning
Journal Analysis	x	Train		Knowledgebase
Account Inquiry	x	Train		TylerU
Accounts Overview	x	Train		TylerU
YTD Budget Report	x	Train		TylerU
General Ledger Report Templates	x	Train		eLearning
State Specific Reports	x	Train		Knowledgebase
Next Year Budget Reports	x	Train		TylerU
BUDGET SETUP	Included	Activity		Time Required
Budget Analysis	x	Perform	0.5	Questionnaire
GL Settings - Budget Levels	x	Train		TylerU
Budget Miscellaneous Codes	x	Train		TylerU
BUDGET PROCESSING	Included	Activity	Time Required	Prerequisite
Define/Start Budget Projection	x	Train	0.5	TylerU
Budget Settings	x	Train		TylerU
Next Year Budget Entry	x	Train		TylerU
Roll/Factor/Merge Projection	x	Train		eLearning
Post to Master for Reports	x	Train		TylerU
Budget Completion Journal	x	Train		TylerU
Budget Transfers and Amendments	x	Train		TylerU
AP SETUP	Included	Activity	Time Required	Prerequisite
Analysis	x	Perform	1	Questionnaire
AP Settings	x	Train		TylerU
AP Miscellaneous Codes	x	Train		TylerU
AP System Locks	x	Train		Knowledgebase

Open PO Locks	x	Train		Knowledgebase
AP User Attributes	x	Train		Knowledgebase
Bank Codes	x	Train		TylerU
AP PROCESSING	Included	Activity	Time Required	Prerequisite
<i>INVOICE PROCESSING</i>				
Invoice Entry		Self-Study		TylerU
Invoice Approvals		Self-Study	0	TylerU
Modify Invoices		Self-Study		TylerU
Recurring Invoices		Self-Study		TylerU
Invoice Processing Demonstration	x	Train	0.25	All
<i>AP 1099 Functions</i>				
Adding 1099 Box Codes		Self-Study		eLearning
Vendor 1099 Summary		Self-Study		eLearning
Vendor 1099 Detail		Self-Study		eLearning
Form Definitions		Self-Study		eLearning
1099-M Processing		Self-Study	0.25	eLearning
1099-G Processing		Self-Study		eLearning
1099-I Processing		Self-Study		eLearning
1099-S Processing		Self-Study		eLearning
1099 Import		Self-Study		eLearning
<i>INVOICE INQUIRY AND REPORTS</i>				
Vendor Invoice Lists	x	Train	0.5	Knowledgebase
Invoice History by GL Account	x			Knowledgebase
Invoice Aging Report	x			Knowledgebase
Invoice Open Report	x			Knowledgebase
<i>CASH DISBURSEMENTS</i>				
Select Items To Be Paid	x	Train		TylerU
Print Checks	x	Train		TylerU
EFT Processing	x	Train	1	TylerU
Void Checks	x	Train		TylerU
Cash Disbursements Journal	x	Train		TylerU
Check Reconciliation		Self-Study	N/A	TylerU
<i>VENDOR PROCESSING</i>				
Vendors		Self-Study		TylerU
Vendor Audit List		Self-Study	0	Knowledgebase
Vendor Inquiry		Self-Study		Knowledgebase
Vendor Merge		Self-Study		TylerU

G.4 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.

