

SaaS: N

Product Order Form

Company Id: Customer #: 51410
 Customer: DeKalb County School District
 Mailing Address: DeKalb County School District
 3770 North Decatur Road
 Decatur, Georgia 30032
 Physical Address DeKalb County School District

Customer Y: Contract #: 2016-24716
 Sales Rep: David Regnery ID: 5148221
 Orig Date: 11/30/2016 Rev Date:
 Status: Approved
 Order #: 88040
 Cust PO #:
 Order Date: 8/14/2015

Contact Name:

Admin Notes:

Telephone #: (678) 676-1200

Contact
 Pamela Bradshaw
 ERP Project Manager
 678-676-1027
 pamela_bradshaw@dekalbschoolsga.org

Email Address:

Name / Title of person signing the contract:

Invoice Attn Of:

Internal Comments:

Total Application Software:	\$1,781,353.00
Total Hardware & System Software:	\$1,650.00
Other Services:	\$2,509,579.00
Total Implementation:	\$833,850.00
Total Conversion:	\$189,895.00
Total Application Software Maintenance:	\$150,000.00
Total SaaS:	\$0.00
Total System Software Maintenance:	\$0.00
3rd Party Services Total:	\$0.00
Total Charges:	\$5,466,327.00

Sales: _____

Credit: _____

Date: _____

Date: _____

Finance: Rhonda Baulch _____

Other: _____

Date: 12/27/2016 _____

Date: _____



Quoted By: David Regnery
 Date: 12/6/2016
 Quote Expiration: 5/29/2017
 Quote Name: Dekalb County School District-ERP-Munis
 Quote Number: 2016-24716
 Quote Description: ERP RFP 16-477 - All Modules - Student Activity Optional
 Phone: (678) 676-1200
 Fax: (678) 676-0785
 Email:

DeKalb County School District
 3770 North Decatur Road

Decatur Georgia 30032

Software

Model #	Description	Qty	Price	Ext Price	Discount	Software Total
FA-AC-SW-I	Accounting/GL/BG/AP - Software - I	1	\$361,450.00	\$361,450.00	\$97,592.00	\$263,858.00
RB-AR-SW-I	Accounts Receivable - Software - I	1	\$79,000.00	\$79,000.00	\$21,330.00	\$57,670.00
HR-AT-SW-I	Applicant Tracking - Software - I	1	\$42,350.00	\$42,350.00	\$11,435.00	\$30,915.00
FA-BM-SW-I	Bid Management - Software - I	1	\$42,550.00	\$42,550.00	\$11,489.00	\$31,061.00
FA-BMI-SW-I	BMI Asset Trk Interface - Software - I	1	\$7,800.00	\$7,800.00	\$2,106.00	\$5,694.00
OF-CAFR-SW-I	CAFR Statement Builder - Software - I	1	\$47,250.00	\$47,250.00	\$12,758.00	\$34,492.00
FA-TM-SW-I	Cash Management - Software - I	1	\$65,500.00	\$65,500.00	\$17,685.00	\$47,815.00
FA-CM-SW-I	Contract Management - Software - I	1	\$40,450.00	\$40,450.00	\$10,922.00	\$29,528.00
FA-EER-SW-I	Employee Expense Reimbursement - Software - I	1	\$34,000.00	\$34,000.00	\$9,180.00	\$24,820.00
WEB-MSH-VND-SW-I	eProcurement - Software - I	1	\$62,400.00	\$62,400.00	\$16,848.00	\$45,552.00
FA-FA-SW-I	Fixed Assets - Software - I	1	\$90,700.00	\$90,700.00	\$24,489.00	\$66,211.00
RB-GB-SW-I	General Billing - Software - I	1	\$37,125.00	\$37,125.00	\$10,024.00	\$27,101.00
HR-PM-SW-I	HR Management - Software - I	1	\$98,550.00	\$98,550.00	\$26,609.00	\$71,941.00
FA-IN-SW-I	Inventory - Software - I	1	\$90,700.00	\$90,700.00	\$24,489.00	\$66,211.00
OF-MAR-SW-I	Munis Analytics & Reporting - Software - I	1	\$300,870.00	\$300,870.00	\$81,235.00	\$219,635.00
HR-PRESS-SW-I	Payroll w/ESS - Software - I	1	\$334,200.00	\$334,200.00	\$90,234.00	\$243,966.00
HR-PD-SW-I	Professional Development - Software - I	1	\$42,350.00	\$42,350.00	\$11,435.00	\$30,915.00
FA-PA-SW-I	Project & Grant Accounting - Software - I	1	\$56,700.00	\$56,700.00	\$15,309.00	\$41,391.00
FA-PU-SW-I	Purchasing - Software - I	1	\$159,100.00	\$159,100.00	\$42,957.00	\$116,143.00
FA-FMI-SW-I	Standard Fuel Interface-Software I-See Comments	1	\$7,800.00	\$7,800.00	\$2,106.00	\$5,694.00
MISC-TS-001	Time & Attendance	1	\$195,000.00	\$195,000.00	\$52,650.00	\$142,350.00
MISC-TS-001	Time & Attendance Import	1	\$5,145.00	\$5,145.00	\$1,389.00	\$3,756.00
MISC-TS-001	Time & Attendance Mobile	1	\$5,075.00	\$5,075.00	\$1,370.00	\$3,705.00
OF-TCMSE-SW-I	Tyler Content Manager SE-Software-I	1	\$101,250.00	\$101,250.00	\$27,338.00	\$73,912.00
TF-AC-OS-I	Tyler Forms Processing - Software - I	1	\$19,500.00	\$19,500.00	\$5,265.00	\$14,235.00
FA-WO-SW-I	Work Orders, Fleet & Facilities - Software - I	1	\$113,400.00	\$113,400.00	\$30,618.00	\$82,782.00
Total:					\$658,862.00	\$1,781,353.00

Services

Model #	Description	Qty	Price	Ext Price	Discount	Services Total
MISC-SV-001	Additional Implementation Days	365	\$1,275.00	\$465,375.00	\$0.00	\$465,375.00
OS-SVC-APPR-CRI	AP/PR Check Recon Import	1	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
OS-SVC-AP-PPEF	AP Positive Pay Export Format	1	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
SVC-TVL-EST	Estimated Travel Expenses	1	\$743,910.00	\$743,910.00	\$0.00	\$743,910.00
OS-SVC-PCIF-WE	P-Card Import Format W/Encumbrances	1	\$15,000.00	\$15,000.00	\$0.00	\$15,000.00
SVC-PB-EST	Performance Bond	1	\$100,594.00	\$100,594.00	\$0.00	\$100,594.00
MISC-SV-001	Project Manager - Dedicated (Monthly)	29	\$20,750.00	\$601,750.00	\$0.00	\$601,750.00
OS-SVC-PR-PPEF	PR Positive Pay Export Format	1	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
MISC-SV-001	Subject Matter Expert	378	\$1,475.00	\$557,550.00	\$0.00	\$557,550.00
TF-FL-SVC-I	Tyler Forms Financial Library - I	1	\$3,400.00	\$3,400.00	\$0.00	\$3,400.00
TF-GBL-SVC-I	Tyler Forms General Billing Library - I	1	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
TF-PRHR-SVC-I	Tyler Forms Payroll Library - I	1	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
TF-HR-SVC-I	Tyler Forms Personnel Action Library - I	1	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
TF-AC-IMP-I	Tyler Forms Processing - Configuration - I	1	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
ASP-VPN-HDW-1002	VPN Device and Installation	1	\$4,000.00	\$4,000.00	\$0.00	\$4,000.00
				Total:	\$0.00	\$2,509,579.00

Implementation

Model #	Description	Qty	Price	Ext Price	Discount	Consulting Total
HR-AT-SW-I	Applicant Tracking	18	\$1,275.00	\$22,950.00	\$0.00	\$22,950.00
HR-PM-SW-I	HR Management	35	\$1,275.00	\$44,625.00	\$0.00	\$44,625.00
HR-PRESS-SW-I	Payroll w/ESS	77	\$1,275.00	\$98,175.00	\$0.00	\$98,175.00
HR-PD-SW-I	Professional Development	9	\$1,275.00	\$11,475.00	\$0.00	\$11,475.00
FA-AC-SW-I	Accounting/GL/BG/AP	73	\$1,275.00	\$93,075.00	\$0.00	\$93,075.00
FA-BM-SW-I	Bid Management	12	\$1,275.00	\$15,300.00	\$0.00	\$15,300.00
FA-BMI-SW-I	BMI Asset Track Interface	7	\$1,275.00	\$8,925.00	\$0.00	\$8,925.00
FA-CM-SW-I	Contract Management	12	\$1,275.00	\$15,300.00	\$0.00	\$15,300.00
FA-EER-SW-I	Employee Expense Reimbursement	12	\$1,275.00	\$15,300.00	\$0.00	\$15,300.00
FA-FA-SW-I	Fixed Assets	23	\$1,275.00	\$29,325.00	\$0.00	\$29,325.00
FA-PA-SW-I	Project & Grant Accounting	18	\$1,275.00	\$22,950.00	\$0.00	\$22,950.00
FA-FMI-SW-I	Standard Fuel Interface - SeeComments	9	\$1,275.00	\$11,475.00	\$0.00	\$11,475.00
FA-TM-SW-I	Cash Management	16	\$1,275.00	\$20,400.00	\$0.00	\$20,400.00
FA-WO-SW-I	Work Orders, Fleet & Facilities Management	74	\$1,275.00	\$94,350.00	\$0.00	\$94,350.00
FA-PU-SW-I	Purchasing	53	\$1,275.00	\$67,575.00	\$0.00	\$67,575.00
RB-AR-SW-I	Accounts Receivable	35	\$1,275.00	\$44,625.00	\$0.00	\$44,625.00
OF-CAFR-SW-I	CAFR Statement Builder	5	\$1,275.00	\$6,375.00	\$0.00	\$6,375.00
WEB-MSH-VND-SW-I	eProcurement	1	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
OF-TCMSE-SW-I	Tyler Content Manager SE	8	\$1,275.00	\$10,200.00	\$0.00	\$10,200.00
OF-MAR-SW-I	Munis Analytics & Reporting	23	\$1,275.00	\$29,325.00	\$0.00	\$29,325.00
FA-IN-SW-I	Inventory	23	\$1,275.00	\$29,325.00	\$0.00	\$29,325.00
RB-GB-SW-I	General Billing	21	\$1,275.00	\$26,775.00	\$0.00	\$26,775.00
MISC-CO-001	Time & Attendance Implementation	90	\$1,275.00	\$114,750.00	\$0.00	\$114,750.00

Total: \$0.00 \$833,850.00

Conversion

Model #	Description	Qty	Price	Ext Price	Discount	Conversion Total
CV-PR-OP1-I	Payroll - Option 1 Deductions - I	1	\$6,600.00	\$6,600.00	\$0.00	\$6,600.00
CV-PR-OP10-I	Payroll - Option 10 Certifications - I	1	\$8,400.00	\$8,400.00	\$0.00	\$8,400.00
CV-PR-OP11-I	Payroll - Option 11 Education - I	1	\$8,400.00	\$8,400.00	\$0.00	\$8,400.00
CV-PR-OP2-I	Payroll - Option 2 Accrual Balances - I	1	\$6,300.00	\$6,300.00	\$0.00	\$6,300.00
CV-PR-OP3-I	Payroll - Option 3 Accumulators - I	1	\$5,600.00	\$5,600.00	\$0.00	\$5,600.00
CV-PR-OP4-I	Payroll - Option 4 Check History - I	1	\$7,280.00	\$7,280.00	\$0.00	\$7,280.00
CV-PR-OP5-I	Payroll - Option 5 Earning/Deduction Hist - I	1	\$10,500.00	\$10,500.00	\$0.00	\$10,500.00
CV-PR-OP6-I	Payroll - Option 6 Applicant Tracking - I	1	\$5,600.00	\$5,600.00	\$0.00	\$5,600.00
CV-PR-OP7-I	Payroll - Option 7 PM Action History - I	1	\$5,600.00	\$5,600.00	\$0.00	\$5,600.00
CV-PR-OP8-I	Payroll - Option 8 Position Control - I	1	\$8,400.00	\$8,400.00	\$0.00	\$8,400.00
CV-PR-STD-I	Payroll - Standard - I	1	\$7,000.00	\$7,000.00	\$0.00	\$7,000.00
CV-AC-OA-I	Accounting Opt 1 - Actuals - I	1	\$4,700.00	\$4,700.00	\$0.00	\$4,700.00
CV-AC-OB-I	Accounting Opt 2 - Budgets - I	1	\$4,700.00	\$4,700.00	\$0.00	\$4,700.00
CV-AC-STD-I	Accounting Standard COA - I	1	\$5,400.00	\$5,400.00	\$0.00	\$5,400.00
CV-AP-OC-I	Accounts Payable Opt 1 - Checks - I	1	\$4,590.00	\$4,590.00	\$0.00	\$4,590.00
CV-AP-OI-I	Accounts Payable Opt 2 - Invoice - I	1	\$6,750.00	\$6,750.00	\$0.00	\$6,750.00
CV-AP-STD-I	Accounts Payable Standard Master - I	1	\$4,050.00	\$4,050.00	\$0.00	\$4,050.00
CV-FA-OH-I	Fixed Assets Opt 1 - History - I	1	\$4,700.00	\$4,700.00	\$0.00	\$4,700.00
CV-FA-STD-I	Fixed Assets Std Master - I	1	\$6,750.00	\$6,750.00	\$0.00	\$6,750.00
CV-PGA-OA-I	Project Grant Accounting Opt 1 - Actuals - I	1	\$4,700.00	\$4,700.00	\$0.00	\$4,700.00
CV-PGA-OB-I	Project Grant Accounting Opt 2 - Budgets - I	1	\$4,700.00	\$4,700.00	\$0.00	\$4,700.00
CV-PGA-STD-I	Project Grant Accounting Standard - I	1	\$5,400.00	\$5,400.00	\$0.00	\$5,400.00
CV-WO-OP1-I	Work Order Opt 1 - Work Order Asset - I	1	\$7,400.00	\$7,400.00	\$0.00	\$7,400.00
CV-WO-OP2-I	Work Order Opt 2 - Closed Work Order History No Cost Data - I	1	\$11,500.00	\$11,500.00	\$0.00	\$11,500.00
CV-WO-OP3-I	Work Order Opt 3 - Work Order History With Cost Data - I	1	\$11,500.00	\$11,500.00	\$0.00	\$11,500.00
CV-PU-STD-I	Purchasing - Purchase Orders - Standard - I	1	\$6,075.00	\$6,075.00	\$0.00	\$6,075.00
CV-CS-STD-I	Contracts - I	1	\$6,500.00	\$6,500.00	\$0.00	\$6,500.00
CV-IN-OPC-I	Inventory Opt 1 - Commodity Codes - I	1	\$4,050.00	\$4,050.00	\$0.00	\$4,050.00
CV-IN-STD-I	Inventory Std Master - I	1	\$6,750.00	\$6,750.00	\$0.00	\$6,750.00
				Total:	\$0.00	\$189,895.00

Total Other Services	Total Implementation	Total Conversions	Total All Services	Total Days
\$2,509,579.00	\$833,850.00	\$189,895.00	\$3,533,324.00	654

Financials Days	Payroll/HR Days	Revenue/Billing Days	Productivity Days	Other Days	MISC Days
332	139	56	32	5	90

Maintenance

Model #	Description	Qty	Price	Ext Price	Discount	Maintenance Total
HR-AT-SW-I	Applicant Tracking - Software - I	1	\$7,623.00	\$7,623.00	\$7,623.00	\$0.00

HR-PM-SW-I	HR Management - Software - I	1	\$17,739.00	\$17,739.00	\$17,739.00	\$0.00	
HR-PRESS-SW-I	Payroll w/ESS - Software - I	1	\$60,156.00	\$60,156.00	\$60,156.00	\$0.00	
HR-PD-SW-I	Professional Development - Software - I	1	\$7,623.00	\$7,623.00	\$7,623.00	\$0.00	
FA-AC-SW-I	Accounting/GL/BG/AP - Software - I	1	\$65,061.00	\$65,061.00	\$65,061.00	\$0.00	
FA-BM-SW-I	Bid Management - Software - I	1	\$7,659.00	\$7,659.00	\$7,659.00	\$0.00	
FA-BMI-SW-I	BMI Asset Trk Interface - Software - I	1	\$1,404.00	\$1,404.00	\$1,404.00	\$0.00	
FA-CM-SW-I	Contract Management - Software - I	1	\$7,281.00	\$7,281.00	\$7,281.00	\$0.00	
FA-EER-SW-I	Employee Expense Reimbursement - Software - I	1	\$6,120.00	\$6,120.00	\$6,120.00	\$0.00	
FA-FA-SW-I	Fixed Assets - Software - I	1	\$16,326.00	\$16,326.00	\$16,326.00	\$0.00	
FA-PA-SW-I	Project & Grant Accounting - Software - I	1	\$10,206.00	\$10,206.00	\$10,206.00	\$0.00	
FA-FMI-SW-I	Standard Fuel Interface-Software I-See Comments	1	\$1,404.00	\$1,404.00	\$1,404.00	\$0.00	
FA-TM-SW-I	Cash Management - Software - I	1	\$11,790.00	\$11,790.00	\$11,790.00	\$0.00	
FA-WO-SW-I	Work Orders, Fleet & Facilities - Software - I	1	\$20,412.00	\$20,412.00	\$20,412.00	\$0.00	
FA-PU-SW-I	Purchasing - Software - I	1	\$28,638.00	\$28,638.00	\$28,638.00	\$0.00	
RB-AR-SW-I	Accounts Receivable - Software - I	1	\$14,220.00	\$14,220.00	\$14,220.00	\$0.00	
OF-CAFR-SW-I	CAFR Statement Builder - Software - I	1	\$8,505.00	\$8,505.00	\$8,505.00	\$0.00	
TF-AC-OS-I	Tyler Forms Processing - Software - I	1	\$3,900.00	\$3,900.00	\$3,900.00	\$0.00	
WEB-MSH-VND-SW-I	eProcurement - Software - I	1	\$11,232.00	\$11,232.00	\$11,232.00	\$0.00	
OF-TCMSE-SW-I	Tyler Content Manager SE-Software-I	1	\$18,225.00	\$18,225.00	\$18,225.00	\$0.00	
OF-MAR-SW-I	Munis Analytics & Reporting - Software - I	1	\$54,157.00	\$54,157.00	\$54,157.00	\$0.00	
FA-IN-SW-I	Inventory - Software - I	1	\$16,326.00	\$16,326.00	\$16,326.00	\$0.00	
RB-GB-SW-I	General Billing - Software - I	1	\$6,683.00	\$6,683.00	\$6,683.00	\$0.00	
MISC-TS-001	Time & Attendance	1	\$39,000.00	\$39,000.00	\$39,000.00	\$0.00	
MISC-TS-001	Time & Attendance Mobile	1	\$1,015.00	\$1,015.00	\$1,015.00	\$0.00	
MISC-TS-001	Time & Attendance Import	1	\$1,030.00	\$1,030.00	\$1,030.00	\$0.00	
SVC-AH-HST	Application Hosting Fee	1	\$150,000.00	\$150,000.00	\$0.00	\$150,000.00	
					Total	\$443,735.00	\$150,000.00

Hardware

Model #	Description	Qty	Price	Ext Price	Discount	Hardware Total	
TF-SS-S1	Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$1,650.00	\$0.00	\$1,650.00	
					Total:	\$0.00	\$1,650.00

Summary

	Fees	Maintenance
Total Software	\$1,781,353.00	\$150,000.00
Total Services	\$2,789,414.00	
Total System Software	\$0.00	\$0.00
Total Hardware	\$1,650.00	
Total 3rd Party Services	\$0.00	
Summary Total	\$4,572,417.00	\$150,000.00
Contract Total (Excluding Estimated Travel Expenses)	\$4,722,417.00	
Estimated Travel Expenses	\$743,910.00	

Optional Software and Services - not included in Totals

Software

Model #	Description	Qty	Price	Ext Price	Discount	Software Total
FA-BMI-CIINF-SW-I	BMI CollectIT Interface Software - I	1	\$7,800.00	\$7,800.00	\$2,106.00	\$5,694.00
FA-SAAM-SW-I	Student Activity Acctng-Software-MUNIS-I	1	\$68,050.00	\$68,050.00	\$18,374.00	\$49,676.00
OF-TIWCTPA-SW-I	Tyler Pulse Connection (Third Party App.) SW - I	1	\$33,750.00	\$33,750.00	\$9,113.00	\$24,637.00
OF-TIW-SW-I	Tyler Pulse - Software - I	1	\$162,000.00	\$162,000.00	\$43,740.00	\$118,260.00
				Total:	\$73,333.00	\$198,267.00

Services

Model #	Description	Qty	Price	Ext Price	Discount	Services Total
VAR-SCE-FEE	Source Code Escrow	1	\$800.00	\$800.00	\$0.00	\$800.00
TF-SA-APCL9-I	Student Activity AP Check Library - Up to 50 Checks - I	3	\$6,600.00	\$19,800.00	\$0.00	\$19,800.00
TF-SA-POL9-I	Student Activity PO Library - Up to 50 Purchase Orders - I	3	\$6,600.00	\$19,800.00	\$0.00	\$19,800.00
				Total:	\$0.00	\$40,400.00

Implementation

Model #	Description	Qty	Price	Ext Price	Discount	Implementation Total
FA-BMI-CIINF-SW-I	BMI CollectIT Interface	7	\$1,275.00	\$8,925.00	\$0.00	\$8,925.00
FA-SAAM-SW-I	Student Activity Accounting	18	\$1,275.00	\$22,950.00	\$0.00	\$22,950.00
OF-TIW-SW-I	Tyler Pulse	18	\$1,275.00	\$22,950.00	\$0.00	\$22,950.00
OF-TIWCTPA-SW-I	Tyler Pulse Connection (ThirdParty App.)	18	\$1,275.00	\$22,950.00	\$0.00	\$22,950.00
				Total:	\$0.00	\$77,775.00

Total Other Services	Total Implementation	Total Conversions	Total All Services	Total Days
\$40,400.00	\$77,775.00	\$0.00	\$118,175.00	61

Maintenance

Model #	Description	Qty	Price	Ext Price	Discount	Maintenance Total
FA-BMI-CIINF-SW-I	BMI CollectIT Interface Software - I	1	\$1,404.00	\$1,404.00	\$0.00	\$1,404.00
FA-SAAM-SW-I	Student Activity Acctng-Software-MUNIS-I	1	\$12,249.00	\$12,249.00	\$0.00	\$12,249.00
OF-TIW-SW-I	Tyler Pulse - Software - I	1	\$40,500.00	\$40,500.00	\$0.00	\$40,500.00
OF-TIWCTPA-SW-I	Tyler Pulse Connection (Third Party App.) SW - I	1	\$8,438.00	\$8,438.00	\$0.00	\$8,438.00
				Total:	\$0.00	\$62,591.00

Summary

	Fees	Maintenance
Total Software	\$198,267.00	\$62,591.00
Total Services	\$118,175.00	
Total System Software	\$0.00	\$0.00
Total Hardware	\$0.00	
Total 3rd Party Services	\$0.00	

Summary Total

\$316,442.00

\$62,591.00

Proposal Notes:

Application hosting fees are based on fees for up to 250 users.

Tyler Content Manager SE includes up to 1 TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.



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.
- **“Authorized Employees”** means employees of Tyler who have a need to know or otherwise access the Data and/or Personal Information to enable Tyler to perform its obligations under this 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 DeKalb County School District.
- **“Client Data”** means your data necessary to utilize the Tyler Software and may include, without limitation, Personal Information.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **“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.
- **“Defined Concurrent Users”** means the number of concurrent users that are authorized to use the Hosting Services. The Defined Concurrent Users for the Agreement are two hundred fifty (250).
- **“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.
- **“Hosting Fees”** means the fees for the Hosting Services identified in the Investment Summary.
- **“Hosting Services”** means software as a service (also referred to as “SaaS Services”) consisting of system administration, system management, and system monitoring activities that Tyler

performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **“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.
- **“Personal Information”** shall have the meaning indicated in Georgia Code §10-1-911.
- **“RFP”** means Client’s Request for Proposal No. 16-477.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Schedule 1 to Exhibit D.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit F.
- **“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 Without limiting the terms of Section 1.1, you understand and agree that the Postal Xpress, Transparency Portal and Tyler Notify modules, if set forth in the Investment Summary, are licensed to you on a subscription basis. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your license to use the associated module will be suspended unless and until payment in full has been made.
 - 1.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 1.4 You retain all ownership and intellectual rights to the Client Data.
 - 1.5 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.
 - 1.6 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.
 - 1.7 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.
 - 1.8 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 the Statement of Work.
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.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. 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 full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. 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. The parties agree that no Third Party Software, as defined in Section A above, is included in this Agreement as of the Effective Date. DocOrigin software is not sold separately and, accordingly, is not considered Third Party Software.
 - 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. You will have a Maintenance and Support Agreement in place with us for one (1) year from the Effective Date as indicated in Section 1 of Exhibit C. 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 (for example you do not renew your Maintenance and Support Agreement with us), then you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.
5. DocOrigin Software. Notwithstanding any provision to the contrary in the DocOrigin EULA attached as Exhibit D, Tyler is authorized by OF Software, Ltd. to agree to the following: The DocOrigin EULA shall be governed by the laws of the State of Texas, and venue shall be in a federal or state court in or serving Dallas County, Texas.

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 – TERM AND TERMINATION

1. Term. The initial term of this Agreement shall commence on January 1, 2017 and end on December 31, 2017. In addition to the initial term, there are four (4) one-year renewal options to be exercised at the sole discretion of Client, on the pricing set forth in the Investment Summary and herein,

unless earlier terminated as set forth below. Specifically, upon expiration of the initial term, this Agreement will renew automatically for the respective one (1) year renewal term unless Client notifies Tyler in writing at least thirty (30) days prior to the end of the then current term that Client does not intend to renew the Agreement. For purposes of this Agreement "Term" means the initial year term and all renewal option terms exercised by Client.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

2.1 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.

2.2 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.

2.3 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.

2.4 Termination for Convenience. Client may also terminate this Agreement for convenience, by giving Tyler written notice of termination sixty (60) days in advance of the termination date. In the event of termination for convenience, 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.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will indemnify and 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. Our obligation to indemnify you shall survive termination of this Agreement and shall not be limited to the limits of the liability insurance required under this Agreement.

- 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.
- 1.5 The parties agree that this Section H(1) supplants the comparable provision in the Notice of Award.

2. General Indemnification.

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) to the extent caused by or arising out our negligence, professional error or willful misconduct 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. The parties agree that this Section H(2) supplants the comparable provision in the Notice of Award.

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 THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the 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. The parties agree that this Section H(6) supplants the comparable provision in the Notice of Award.

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.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions

not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project. Prior to your execution of this Agreement we agree to and shall provide you with the executed E-Verify Affidavits set forth in **Exhibit F** to this Agreement.
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. 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. Purchase orders

submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. 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. Any waiver of any term or condition of this Agreement must be in writing, and signed by the parties. A waiver of a term or condition shall not be construed as a waiver of any other term or condition.
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; or (c) 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. Tyler may not marketing presentations, or promotional materials without your prior written authorization. Any news release or publicity pertaining to any phase of this project must be cleared through Client's Executive Director of Communications. Your consent is not required to identify you in client lists.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. All Client Data is confidential information unless otherwise exempted by applicable law. Each party agrees that it will not disclose any confidential information of the other party unless and except as required by law; and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial

disclosure;

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

Tyler will use the Client Data only for the purpose of fulfilling Tyler's duties under this Agreement. Tyler will not, directly or indirectly, disclose the Client Data to any person other than to its Authorized Employees without the prior written consent of Client unless and to the extent required by law.

18. Business License and Permits. Tyler shall at its own expense obtain all permits, certifications, and licenses required to perform its obligations hereunder and maintain all such permits, licenses, certifications, and compliances in a current status throughout the Term of this Agreement. Tyler shall promptly provide copies of such permits, licenses, and certifications to Client upon request of Client. Tyler shall comply with all registrations requirements of the Georgia Secretary of State's office if and as applicable.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile (Georgia), without regard to its rules on conflicts of law. The exclusive venue for any action arising out of or related to the contract shall be in the federal, superior, or state courts of DeKalb County, Georgia.
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. Compliance With Laws. In the performance of its obligations under this Agreement, Tyler agrees to and shall comply with all federal, state, county and municipal laws and regulations necessarily applicable to its respective services.
22. Performance Bond. Within ten (10) days of the Effective Date, we will secure a \$4,572,417 performance bond for the fee set forth in the Investment Summary, which is payable according to the Invoicing and Payment Policy. The bond will have an initial term of twenty-four (24) months. In the event you desire to extend or renew that term, you will provide timely notice of your request to us. You will be responsible for the cost of the extended or renewed bond, and any such extension or renewal is subject to surety approval.
23. Contract Documents & Order of Precedence. 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	Hosting Services

Exhibit E	Statement of Work
Exhibit F	E-Verify Affidavits
Exhibit G	Third Party Terms
Exhibit H	Notice of Award
Exhibit I	Tyler Technologies, Inc. proposal, submitted in response to Client RFP, and dated 10/6/2015 (Tyler "Proposal")
Exhibit J	DeKalb County School District Request for Proposals #16-477 for an Enterprise Resource Planning System (Client "RFP")

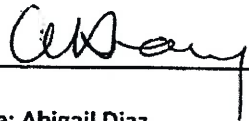
In the event of any conflict between this Agreement, including any exhibits, your RFP and our Proposal, the order of priority shall be:

- (i) this Agreement, including Exhibits A-G
- (ii) Notice of Award (Exhibit H)
- (iii) our Proposal (Exhibit I); and
- (iv) your RFP (Exhibit J).

[SIGNATURE PAGE FOLLOWS]

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

Tyler Technologies, Inc.

By: 

Name: Abigail Diaz

Title: Vice President & Associate General Counsel

Date: December 20, 2016

Address for Notices:

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

DeKalb County School District

By: 

Name: Dr. R. Stephen Green

Title: Superintendent/CEO

Date: 12/21/16

Address for Notices:

DeKalb County School District
2652 Lawrenceville Hwy
Decatur, GA 30033
Attn: Gary Brantley, Chief Information Officer

With Copy to:

DeKalb County School District
Office of Legal Affairs
Attn: Jennifer Hackemeyer, Chief Legal Officer
1701 Mountain Industrial Blvd.
Stone Mountain, GA 30083



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.

See following pages.



Quoted By: David Regnery
 Date: 12/6/2016
 Quote Expiration: 5/29/2017
 Quote Name: Dekalb County School District-ERP-Munis
 Quote Number: 2016-24716
 Quote Description: ERP RFP 16-477 - All Modules - Student Activity Optional

Sales Quotation For

DeKalb County School District
 3770 North Decatur Road
 Decatur, Georgia 30032
 Phone (678) 676-1200
 Fax: (678) 676-0785

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Accounting/GL/BG/AP	\$361,450.00	73 @ \$1,275.00	\$93,075.00	\$30,190.00	\$484,715.00	\$65,061.00
Bid Management	\$42,550.00	12 @ \$1,275.00	\$15,300.00	\$0.00	\$57,850.00	\$7,659.00
BMI Asset Track Interface	\$7,800.00	7 @ \$1,275.00	\$8,925.00	\$0.00	\$16,725.00	\$1,404.00
Cash Management	\$65,500.00	16 @ \$1,275.00	\$20,400.00	\$0.00	\$85,900.00	\$11,790.00
Contract Management	\$40,450.00	12 @ \$1,275.00	\$15,300.00	\$6,500.00	\$62,250.00	\$7,281.00
Employee Expense Reimbursement	\$34,000.00	12 @ \$1,275.00	\$15,300.00	\$0.00	\$49,300.00	\$6,120.00
Fixed Assets	\$90,700.00	23 @ \$1,275.00	\$29,325.00	\$11,450.00	\$131,475.00	\$16,326.00
Inventory	\$90,700.00	23 @ \$1,275.00	\$29,325.00	\$10,800.00	\$130,825.00	\$16,326.00
Project & Grant Accounting	\$56,700.00	18 @ \$1,275.00	\$22,950.00	\$14,800.00	\$94,450.00	\$10,206.00
Purchasing	\$159,100.00	53 @ \$1,275.00	\$67,575.00	\$6,075.00	\$232,750.00	\$28,638.00
Standard Fuel Interface - SeeComments	\$7,800.00	9 @ \$1,275.00	\$11,475.00	\$0.00	\$19,275.00	\$1,404.00
Work Orders, Fleet & Facilities Management	\$113,400.00	74 @ \$1,275.00	\$94,350.00	\$30,400.00	\$238,150.00	\$20,412.00

Payroll/HR:

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Applicant Tracking	\$42,350.00	18 @ \$1,275.00	\$22,950.00	\$0.00	\$65,300.00	\$7,623.00
HR Management	\$98,550.00	35 @ \$1,275.00	\$44,625.00	\$0.00	\$143,175.00	\$17,739.00
Payroll w/ESS	\$334,200.00	77 @ \$1,275.00	\$98,175.00	\$79,680.00	\$512,055.00	\$60,156.00
Professional Development	\$42,350.00	9 @ \$1,275.00	\$11,475.00	\$0.00	\$53,825.00	\$7,623.00
Revenue:						
Accounts Receivable	\$79,000.00	35 @ \$1,275.00	\$44,625.00	\$0.00	\$123,625.00	\$14,220.00
General Billing	\$37,125.00	21 @ \$1,275.00	\$26,775.00	\$0.00	\$63,900.00	\$6,683.00
Productivity:						
Tyler Forms Processing	\$19,500.00	0 @ \$1,275.00	\$0.00	\$0.00	\$19,500.00	\$3,900.00
Tyler Content Manager SE	\$101,250.00	8 @ \$1,275.00	\$10,200.00	\$0.00	\$111,450.00	\$18,225.00
Munis Analytics & Reporting	\$300,870.00	23 @ \$1,275.00	\$29,325.00	\$0.00	\$330,195.00	\$54,157.00
eProcurement	\$62,400.00	1 @ \$1,275.00	\$1,275.00	\$0.00	\$63,675.00	\$11,232.00
Additional:						
Application Hosting Fee	\$0.00	0 @ \$1,275.00	\$0.00	\$0.00	\$0.00	\$150,000.00
CAFR Statement Builder	\$47,250.00	5 @ \$1,275.00	\$6,375.00	\$0.00	\$53,625.00	\$8,505.00
Time & Attendance	\$195,000.00	0 @ \$1,275.00	\$0.00	\$0.00	\$195,000.00	\$39,000.00
Time & Attendance Import	\$5,145.00	0 @ \$1,275.00	\$0.00	\$0.00	\$5,145.00	\$1,030.00
Time & Attendance Mobile	\$5,075.00	0 @ \$1,275.00	\$0.00	\$0.00	\$5,075.00	\$1,015.00
Sub-Total:	\$2,440,215.00		\$719,100.00	\$189,895.00	\$3,349,210.00	\$593,735.00
Less Discount:	\$658,862.00		\$0.00	\$0.00	\$658,862.00	\$443,735.00
TOTAL:	\$1,781,353.00	564	\$719,100.00	\$189,895.00	\$2,690,348.00	\$150,000.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Additional Implementation Days	365	\$1,275.00	\$0.00	\$465,375.00
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
P-Card Import Format W/Encumbrances	1	\$15,000.00	\$0.00	\$15,000.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Performance Bond	1	\$100,594.00	\$0.00	\$100,594.00
Project Manager - Dedicated (Monthly)	29	\$20,750.00	\$0.00	\$601,750.00
PR Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00
Subject Matter Expert	378	\$1,475.00	\$0.00	\$557,550.00
Time & Attendance Implementation	90	\$1,275.00	\$0.00	\$114,750.00
Tyler Forms Library - Financial	1	\$3,400.00	\$0.00	\$3,400.00
Tyler Forms Library - General Billing	1	\$2,500.00	\$0.00	\$2,500.00
Tyler Forms Library - Payroll	1	\$3,000.00	\$0.00	\$3,000.00
Tyler Forms Library - Personnel Action	1	\$2,500.00	\$0.00	\$2,500.00
Tyler Forms Processing Configuration	1	\$3,000.00	\$0.00	\$3,000.00
VPN Device	1	\$4,000.00	\$0.00	\$4,000.00
TOTAL:				\$1,880,419.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
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>				<i>\$1,650.00</i>			<i>\$0.00</i>
TOTAL:				\$1,650.00			\$0.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$1,781,353.00	\$150,000.00
Total Tyler Services	\$2,789,414.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$1,650.00	\$0.00
Summary Total	\$4,572,417.00	\$150,000.00
Contract Total (Excluding Estimated Travel Expenses)	\$4,722,417.00	
Estimated Travel Expenses	\$743,910.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting Opt 1 - Actuals	\$4,700.00	\$0.00	\$4,700.00
Accounting Opt 2 - Budgets	\$4,700.00	\$0.00	\$4,700.00
Accounting Standard COA	\$5,400.00	\$0.00	\$5,400.00
Accounts Payable Opt 1 - Checks	\$4,590.00	\$0.00	\$4,590.00
Accounts Payable Opt 2 - Invoice	\$6,750.00	\$0.00	\$6,750.00
Accounts Payable Standard Master	\$4,050.00	\$0.00	\$4,050.00
Contracts	\$6,500.00	\$0.00	\$6,500.00
Fixed Assets Opt 1 - History	\$4,700.00	\$0.00	\$4,700.00
Fixed Assets Std Master	\$6,750.00	\$0.00	\$6,750.00
Inventory Opt 1 - Commodity Codes	\$4,050.00	\$0.00	\$4,050.00
Inventory Std Master	\$6,750.00	\$0.00	\$6,750.00
Payroll - Option 10 Certifications	\$8,400.00	\$0.00	\$8,400.00
Payroll - Option 11 Education	\$8,400.00	\$0.00	\$8,400.00
Payroll - Option 1 Deductions	\$6,600.00	\$0.00	\$6,600.00
Payroll - Option 2 Accrual Balances	\$6,300.00	\$0.00	\$6,300.00
Payroll - Option 3 Accumulators	\$5,600.00	\$0.00	\$5,600.00
Payroll - Option 4 Check History	\$7,280.00	\$0.00	\$7,280.00
Payroll - Option 5 Earning/Deduction Hist	\$10,500.00	\$0.00	\$10,500.00
Payroll - Option 6 Applicant Tracking	\$5,600.00	\$0.00	\$5,600.00
Payroll - Option 7 PM Action History	\$5,600.00	\$0.00	\$5,600.00
Payroll - Option 8 Position Control	\$8,400.00	\$0.00	\$8,400.00
Payroll - Standard	\$7,000.00	\$0.00	\$7,000.00
Project Grant Accounting Opt 1 - Actuals	\$4,700.00	\$0.00	\$4,700.00
Project Grant Accounting Opt 2 - Budgets	\$4,700.00	\$0.00	\$4,700.00
Project Grant Accounting Standard	\$5,400.00	\$0.00	\$5,400.00
Purchasing - Purchase Orders - Standard	\$6,075.00	\$0.00	\$6,075.00
Work Order Opt 1 - Work Order Asset	\$7,400.00	\$0.00	\$7,400.00

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Work Order Opt 2 - Closed Work Order History No Cost Data	\$11,500.00	\$0.00	\$11,500.00
Work Order Opt 3 - Work Order History With Cost Data	\$11,500.00	\$0.00	\$11,500.00
TOTAL:			\$189,895.00

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
BMI CollectIT Interface	\$7,800.00	7 @ \$1,275.00	\$8,925.00	\$0.00	\$16,725.00	\$1,404.00
Student Activity Accounting	\$68,050.00	18 @ \$1,275.00	\$22,950.00	\$0.00	\$91,000.00	\$12,249.00
Productivity:						
Tyler Pulse Connection (ThirdParty App.)	\$33,750.00	18 @ \$1,275.00	\$22,950.00	\$0.00	\$56,700.00	\$8,438.00
Tyler Pulse	\$162,000.00	18 @ \$1,275.00	\$22,950.00	\$0.00	\$184,950.00	\$40,500.00
Sub-Total:		\$271,600.00	\$77,775.00	\$0.00	\$349,375.00	\$62,591.00
		<u>Less Discount: \$73,333.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$73,333.00</u>	<u>\$0.00</u>
TOTAL:		\$198,267.00	\$77,775.00	\$0.00	\$276,042.00	\$62,591.00

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
Source Code Escrow	1	\$800.00	\$0.00	\$800.00
Student Activity AP Check Library - Up to 50 Checks	3	\$6,600.00	\$0.00	\$19,800.00
Student Activity PO Library - Up to 50 Purchase Orders	3	\$6,600.00	\$0.00	\$19,800.00
TOTAL:				\$40,400.00

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

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Financials:						
Accounting/GL/BG/AP	\$361,450.00	\$97,592.00	\$263,858.00	\$65,061.00	\$65,061.00	\$0.00
Bid Management	\$42,550.00	\$11,489.00	\$31,061.00	\$7,659.00	\$7,659.00	\$0.00
BMI Asset Track Interface	\$7,800.00	\$2,106.00	\$5,694.00	\$1,404.00	\$1,404.00	\$0.00
Cash Management	\$65,500.00	\$17,685.00	\$47,815.00	\$11,790.00	\$11,790.00	\$0.00
Contract Management	\$40,450.00	\$10,922.00	\$29,528.00	\$7,281.00	\$7,281.00	\$0.00
Employee Expense Reimbursement	\$34,000.00	\$9,180.00	\$24,820.00	\$6,120.00	\$6,120.00	\$0.00
Fixed Assets	\$90,700.00	\$24,489.00	\$66,211.00	\$16,326.00	\$16,326.00	\$0.00
Inventory	\$90,700.00	\$24,489.00	\$66,211.00	\$16,326.00	\$16,326.00	\$0.00
Project & Grant Accounting	\$56,700.00	\$15,309.00	\$41,391.00	\$10,206.00	\$10,206.00	\$0.00
Purchasing	\$159,100.00	\$42,957.00	\$116,143.00	\$28,638.00	\$28,638.00	\$0.00
Standard Fuel Interface - SeeComments	\$7,800.00	\$2,106.00	\$5,694.00	\$1,404.00	\$1,404.00	\$0.00
Work Orders, Fleet & Facilities Management	\$113,400.00	\$30,618.00	\$82,782.00	\$20,412.00	\$20,412.00	\$0.00
Payroll/HR:						
Applicant Tracking	\$42,350.00	\$11,435.00	\$30,915.00	\$7,623.00	\$7,623.00	\$0.00
HR Management	\$98,550.00	\$26,609.00	\$71,941.00	\$17,739.00	\$17,739.00	\$0.00
Payroll w/ESS	\$334,200.00	\$90,234.00	\$243,966.00	\$60,156.00	\$60,156.00	\$0.00
Professional Development	\$42,350.00	\$11,435.00	\$30,915.00	\$7,623.00	\$7,623.00	\$0.00
Revenue:						
Accounts Receivable	\$79,000.00	\$21,330.00	\$57,670.00	\$14,220.00	\$14,220.00	\$0.00
General Billing	\$37,125.00	\$10,024.00	\$27,101.00	\$6,683.00	\$6,683.00	\$0.00
Productivity:						
eProcurement	\$62,400.00	\$16,848.00	\$45,552.00	\$11,232.00	\$11,232.00	\$0.00
Munis Analytics & Reporting	\$300,870.00	\$81,235.00	\$219,635.00	\$54,157.00	\$54,157.00	\$0.00
Tyler Content Manager SE	\$101,250.00	\$27,338.00	\$73,912.00	\$18,225.00	\$18,225.00	\$0.00
Tyler Forms Processing	\$19,500.00	\$5,265.00	\$14,235.00	\$3,900.00	\$3,900.00	\$0.00
Additional:						

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Application Hosting Fee	\$0.00	\$0.00	\$0.00	\$150,000.00	\$0.00	\$150,000.00
CAFR Statement Builder	\$47,250.00	\$12,758.00	\$34,492.00	\$8,505.00	\$8,505.00	\$0.00
Time & Attendance	\$195,000.00	\$52,650.00	\$142,350.00	\$39,000.00	\$39,000.00	\$0.00
Time & Attendance Import	\$5,145.00	\$1,389.00	\$3,756.00	\$1,030.00	\$1,030.00	\$0.00
Time & Attendance Mobile	\$5,075.00	\$1,370.00	\$3,705.00	\$1,015.00	\$1,015.00	\$0.00
TOTAL:	\$2,440,215.00	\$658,862.00	\$1,781,353.00	\$593,735.00	\$443,735.00	\$150,000.00

Optional Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Financials:						
BMI CollectIT Interface	\$7,800.00	\$2,106.00	\$5,694.00	\$1,404.00	\$0.00	\$1,404.00
Student Activity Accounting	\$68,050.00	\$18,374.00	\$49,676.00	\$12,249.00	\$0.00	\$12,249.00
Productivity:						
Tyler Pulse Connection (ThirdParty App.)	\$33,750.00	\$9,113.00	\$24,637.00	\$8,438.00	\$0.00	\$8,438.00
Tyler Pulse	\$162,000.00	\$43,740.00	\$118,260.00	\$40,500.00	\$0.00	\$40,500.00
Total:	\$271,600.00	\$73,333.00	\$198,267.00	\$62,591.00	\$0.00	\$62,591.00

Comments

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

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

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

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

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

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

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

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

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

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

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

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

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.

Tyler Pulse includes up to 20 performance indicators.

Comments

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.

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

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

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

Application hosting fees are based on fees for up to 250 users.

Tyler Content Manager SE includes up to 1 TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.



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 1/1/17. Thereafter the maintenance and support fees for the Tyler Software listed in Exhibit A as of the Effective Date shall be as follows:

Year 2:	\$443,735.00
Year 3:	\$465,921.75
Year 4:	\$489,217.84
Year 5:	\$513,678.73

Maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year after year 5 will be set at our then-current rates.1.3

Hosting Fees: Application Hosting Fee is invoiced in advance of the first annual term, commencing January 1, 2017. Your annual Hosting Fee for the initial term is set forth in the Investment Summary. That fee shall also be paid for each of the first four (4) annual renewals of Hosting Services. Subsequent annual Application Hosting fees are due in advance on each annual renewal of Hosting Services.

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*: Except as otherwise provided, 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. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following the project kick-off meeting.
- 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 *Performance Bond*: Within ten (10) days of the Effective Date, we will secure a performance bond at your expense. The bond will have an initial term of twenty-four (24) months. In the event you desire to extend or renew that term, you will provide timely notice of your request to us. You will be responsible for the cost of the extended or renewed bond, and any such extension or renewal is subject to surety approval. We will invoice you the fees for the performance bond, set forth in the Investment Summary, within ten (10) days of the Effective Date.

4. Third Party Products.

- 4.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 4.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.
- 4.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

- 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. 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 1/1/17, and remains in effect for one (1) year. The term will renew automatically for four (4) 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 1/1/17.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary and Exhibit B, 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, 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 Hosting Services

1. **Hosting Fees.** You agree to pay us the Hosting Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The Hosting Fees are based on the number of Defined Concurrent Users and amount of Data Storage Capacity. You may add additional concurrent users or additional data storage capacity on the terms set forth in Section I(1). In the event you regularly and/or meaningfully exceed the Defined Concurrent Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
2. **Hosting Term.** The initial term for Hosting Services is one (1) year from 1/1/17, unless earlier terminated as set forth below. Upon expiration of the initial term, this Application hosting will renew automatically for four (4) additional one (1) year renewal terms at our then-current Hosting Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Hosting Services will terminate at the end of this Agreement.
3. **Hosting Services.**
 - 2.1. Our Hosting Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 16, Type 2. We have attained, and will maintain, Type II SSAE compliance, or its equivalent, for so long as you are timely paying for Hosting Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our SSAE-16 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
 - 2.2. You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers. In no event shall Client's Data be hosted, stored or maintained on any hardware located outside of the United States.
 - 2.3. We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
 - 2.4. In the event a disaster occurs, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster,

within which your access to the Tyler Software must be restored.

- 2.5. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the Hosting Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 2.6. We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. We will provide you with a client-specific disaster recovery test at least once per year, upon request, and will provide you with the results of the test in the time frame we then reasonably agree. We will work with you to schedule and execute such a test on a mutually agreeable schedule.
- 2.7. We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 2.8. We provide secure data transmission paths from each of your workstations to our servers.
- 2.9. For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access. Any employee, agent or representative of Tyler who enters Client's school grounds, or has direct contact with Client's students may be subject to certain screening requirements of Client. Screening, fingerprinting and background checks will be at the Client's expense and must be completed and credentials issued by Client prior to the screened individual having access to students on Client's school grounds.

3.5 Upon the termination of this Agreement, Tyler shall, within one (1) business day following the termination of this Agreement, provide Client, without additional charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Tyler), with a copy of the SQL database of Client Data then residing in Tyler's hosted environment. Further, Tyler shall certify to Client the destruction of any Data within the possession or control of Tyler but such destruction shall occur only after the Client Data has

been returned to Client. The foregoing notwithstanding, Tyler's obligation to destroy Client Data may be waived for Client Data residing in Tyler maintained back-ups if destruction is commercially unreasonable or not permitted by applicable law. Tyler's obligation under this paragraph shall survive the termination of this Agreement



Exhibit D - Schedule 1

SERVICE LEVEL AGREEMENT

I. Agreement Overview

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

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

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

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

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

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

III. **Service Availability**

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

a. Your Responsibilities

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

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

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

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

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

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

c. Client Relief

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

The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the Hosting Fee for the next billing cycle or refunded if no renewal year ensues. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

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

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

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

IV. Applicability

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

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

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit E
Statement of Work

See following pages.



Exhibit E: Statement of Work

December 20, 2016
Version 4.0

Prepared for:

DeKalb County School District, GA

Contents

Section A:	Executive Summary	5
A.1	Project Overview	5
A.2	District Product Summary	6
A.3	Project Timeline	6
A.3.1	Phase 1 – Financials	6
A.3.2	Phase 2 – Payroll, Human Resources, Time & Attendance	6
A.3.3	Phase 3 – Work Orders, Fleet & Facilities Management.....	7
A.4	High Level Project Gantt Chart.....	7
Section B:	Project Governance	7
B.1	District Governance.....	7
B.1.1	District Decision Making.....	7
B.1.2	Executive Project Sponsor(s)	8
B.1.3	Executive Steering Committee	8
B.1.4	District Project Manager	9
B.1.5	District Functional Team Members	10
B.2	Tyler Governance	11
B.2.1	Tyler Executive Level Oversight.....	11
B.2.2	Tyler Implementation Director.....	11
B.2.3	Implementation Managers.....	11
B.2.4	Tyler Project Manager	12
Section C:	Project Scope	14
C.1	Software and Services Outline	14
C.1.1	Phase 1	14
C.1.2	Phase 2	16
C.1.3	Phase 3	18
C.1.4	Cross Phase.....	18
C.2	Education Scope	20
C.2.1	Power User Training	20
C.2.2	Train-the-Trainer Training	20
C.2.3	Central Office End User Training	20
C.2.4	Decentralized End User Training	20
C.2.5	Management and Administrator Training.....	20
C.2.6	SSRS Report Training	20
C.3	Standard Import and Export Scope	21

C.4 Reporting Scope	21
C.5 Workflow Scope	21
Section D: Overall Project Assumptions	21
D.1 Project, Resources and Scheduling	21
D.2 Data Conversion	22
D.3 Data Exchanges, Customizations, Forms and Reports	22
D.4 Hardware and Software	23
D.5 Education	23
D.6 Tyler Forms	23
D.7 Security Design and Setup	24
D.8 Workflow Design and Setup	24
Section E: Implementation Stages	24
E.1 Work Breakdown Structure (WBS)	24
E.1.1 Initiate & Plan (Stage 1)	25
E.1.2 Assess & Define (Stage 2)	29
E.1.3 Build & Validate (Stage 3)	36
E.1.4 Final Testing & Training (Stage 4)	39
E.1.5 Production Cutover (Stage 5)	42
E.1.6 Phase/Project Closure (Stage 6)	44
E.2 Resource Allocation by Stage	45
E.2.1 Phase 1	45
E.2.2 Phase 2	46
E.2.3 Phase 3	46
Section F: Roles and Responsibilities	46
F.1 Tyler Roles and Responsibilities	46
F.1.1 Tyler Executive Management	46
F.1.2 Tyler Implementation Management	46
F.1.3 Tyler Full Time Dedicated Project Manager	47
F.1.4 Tyler Subject Matter Experts	48
F.1.5 Tyler Implementation Consultant	49
F.1.6 Tyler Data Conversion Experts	49
F.1.7 Tyler Forms Experts	50
F.1.8 Tyler Customization Programmers	50
F.1.9 Tyler Sales	50
F.1.10 Tyler Software Support	50

F.2 District Roles and Responsibilities.....	50
F.2.1 District Executive Sponsor.....	50
F.2.2 District Steering Committee.....	51
F.2.3 District Project Manager.....	51
F.2.4 District Functional Lead.....	52
F.2.5 District Power User.....	53
F.2.6 District End User.....	53
F.2.7 District Technical Support.....	53
F.2.8 District Upgrade Coordinator.....	54
F.2.9 District Project Toolset Coordinator.....	54
F.2.10 District Change Management Lead.....	54
Section G: Project Resources.....	55
G.1 SharePoint.....	55
G.1.1 SharePoint Requirements/Notes.....	55
G.2 Tyler University.....	56
G.3 Munis Knowledge Base.....	56
G.4 Tyler Community.....	57
G.4.1 Tyler Community Features.....	57
Section H: Appendix.....	58
H.1 Appendix 1: Deliverable Expectation Document.....	58
H.2 Appendix 2: Data Conversion Summary.....	63
H.3 Glossary.....	67

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:

The DeKalb County School District (hereinafter “the District” is approaching this project as an opportunity to not only implement new technology, but also implement new business processes and generate significant improvements in the way that the district operates. As a result, success for this project will also be judged based on the accomplishment of the following goals.

- The ERP system must be a fully integrated fund accounting system designed to meet the accounting, human resources and financial management needs of a non-profit PK-12 District.
- The ERP system must conform to GAAP (Generally Accepted Accounting Practice) and be GASB (Governmental Accounting Standards Board) compliant.
- The ERP system must provide state of the art interactive and secure retrieval capabilities for all current and historical financial data for a minimum of three (3) years for purchased conversions, where data is available.
- The general ledger account code structure must conform to Georgia Department of Education Chart of Accounts.
- The system must include robust reporting capabilities that allow users to select from and/or edit a comprehensive group of standard reports (for each module) or to design custom reports using integrated report-writing tools or readily available third party reporting tools available to populate to Microsoft Excel and Access to allow user flexibility.
- The architecture of the underlying database(s) must not be proprietary to a single reporting tool. Hosted solutions may be considered.

The expectation of the District is to have an easy to use, comprehensive workflow capable system, including, but not limited to, a dashboard type environment, a communication system between modules and a hierarchy for approvals. This is important due to the District site-based processing and approvals occurring at each individual site.

Through the replacement of our legacy financial, human resources and procurement systems the District is seeking to:

- Improve service level to the schools
- Improve the efficiency of District operations
- Reduce or eliminate paperwork or redundant processes
- Provide better data to decision makers and stakeholders at all levels in the District
- Improve accountability and transparency for the use of public funds
- Improve the management of District operations
- Increase compliance with internal control policies
- Improve system usability by providing user friendly and intuitive interfaces with online self-help functionality

- Implement workflow processing to reduce paper and increase compliance with internal control policies
- Improve reporting capabilities utilizing standard reports and ad-hoc reporting capabilities
- Implement Best Practice Processes embedded in the ERP platform rather than pursue customization of software

At a high level, both Tyler and the District will be focused on achievement of these objectives

A.2 District Product Summary

A summary of the products included in this Project is listed below, as well as a reference to the District’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, General Billing & Accounts Receivables, Work Orders
ExecuTime	Time & Attendance
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 the District’s 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 twenty-nine-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 agreed to schedule project kick-off activities the week of January 9, 2016 if there is a fully executed Licenses and Services Agreement (Agreement) by December 23, 2016. The following phase and live dates are also subject to the Agreement and kickoff activities occurring as stated above.

A.3.1 Phase 1 – Financials

Phase Initiation – January, 2017
 Phase Production Cutover Date – April 2, 2018
 Estimated Duration – 15 months (does not include post live)

A.3.2 Phase 2 – Payroll, Human Resources, Time & Attendance

Phase Initiation – September, 2017
 Phase Production Cutover Date – October 1, 2018
 Estimated Duration – 13 months (does not include post live)

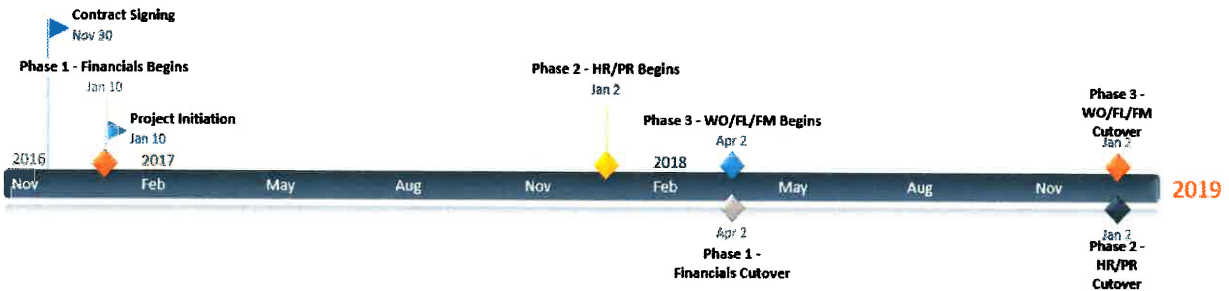
A.3.3 Phase 3 – Work Orders, Fleet & Facilities Management

Phase Initiation – October, 2018

Phase Production Cutover Date – February 2019

Estimated Duration – 4 months

A.4 High Level Project Gantt Chart



Section B: Project Governance

B.1 District Governance

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

B.1.1 District 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	District Decision Making Responsibility
Procedural Changes	Department Heads or Steering Committee
Policy Changes	Department Heads or Steering Committee
Requests for Customizations	District Project Manager
Requests for Schedule Changes (once approved)	District Project Manager
Begin Processing in Production Database	District Project Manager
Data to be Converted	District Project Manager
Scope Changes	District Project Manager
Timeline Changes	District Project Manager
Data Exchange Processes (External Systems)	District Project Manager
Reporting Requirements	District Project Manager
User Roles & Permissions	District Project Manager

Workflow	District Project Manager
Software Upgrades	District Project Manager

The majority of these decisions will flow through the District Project Manager. The District 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 District 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 District.

District Resource(s)	Title	Key Personnel ¹
Gary Brantley	CIO	Yes
Dr. Michael Bell	CFO	Yes
Dr. Leo T. Brown	CHRO	Yes
Joshua Williams	COO	Yes

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 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

¹ Key Personnel are District 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.

- 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 District 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
 - District Policies

Executive Steering Committee Members	Title	Expected Commitment	Key Personnel
Gary Brantley	IT		No
Dr. Michael Bell	Finance		No
Dr. Leo T. Brown	HR		No
Joshua Williams	Operations		No

B.1.4 District Project Manager

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

- Scheduling District 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

District Project Manager	Title	Expected Commitment	Key Personnel
Pamela Bradshaw	Project Manager	100%	Yes

B.1.5 District Functional Team Members

The District Functional Team Members will bring functional expertise to the project and is tasked with carrying out all project tasks described in the Statement of Work including planning, business process analysis, configuration, documentation, testing, training, and all other required tasks. The Functional Team will be responsible for and empowered to make configuration decisions and implement the new system in the best interests of the District consistent with the project goals, project vision, and direction from the Project Manager and Steering Committee. Functional Team members will be dedicated to the project full time.

District Functional Team Members	Title	Expected Commitment	Key Personnel
Phase 1			
Betty Roby	IT Applications	TBD	Yes
Joseph Swing	IT Enterprise		
Carla Smith	IT Help Desk		
TBD	Change Management and Training		
???	Budget	TBD	Yes
???	Accounts Payable	TBD	Yes
???	Accounts Receivable	TBD	Yes
???	Treasury	TBD	Yes
???	Grants Accounting	TBD	Yes
???	Procurement	TBD	Yes
Melanie McClendon	Student Information	TBD	Yes
Phase 2			
???	HR and Payroll	TBD	Yes
???	Benefits	TBD	Yes

???	Professional Development	TBD	Yes
Phase 3			
???	Fleet Management	TBD	Yes
	Fuel Management	TBD	Yes
	Time & Attendance	TBD	Yes
	Transportation Services	TBD	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 District Executive Project Sponsor and/or the District 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 District Executive Sponsors, District Steering Committee, and/or the District 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 Manager

The Tyler Project Manager has direct involvement with the project and will coordinate project team members, subject matter experts, the overall implementation schedule and serve as the primary point of contact with the District. The Tyler Project Manager will be responsible for reporting to the District's Executive Steering Committee and providing regular updates to other Tyler Governance members.

The Tyler Project Manager is responsible for the following key areas:

AGREEMENT MANAGEMENT

- Coordinating change orders, if needed, to ensure proper scope and budgetary compliance
- Validating Agreement compliance throughout the project
- Ensuring that invoicing and deliverables meet Agreement requirements
- Acting as primary point of contact for all Agreement and invoicing questions
- Preparing and presenting Agreement milestone sign-offs for District Project Manager acceptance

PLANNING

- Developing project communication plans with District Project Manager
- Developing risk management plans with District Project Manager
- Developing quality management plans with District Project Manager
- Defining project tasks and resource requirements
- Developing initial and full scale project plans
- Working with District Project Manager to satisfactorily plan and schedule project timelines to achieve on-time implementation

SCOPE & BUDGET MANAGEMENT

- Ensuring a high level of fiscal control and accountability for project budget
- Developing a process and approval matrix for handling scope change requests with District Project Manager
- Developing a process and approval matrix for handling budget changes with District Project Manager

-
- Providing a weekly reconciliation report reflecting services used, scheduled and unused, and unallocated

SCHEDULE MANAGEMENT

- Developing a schedule that appropriately weights project activities, tasks, and deadlines
- Maintaining a published calendar for District and Tyler project activities
- Controlling schedules to ensure adequate Tyler support throughout the project
- Utilizing Agreement services to complete Tyler tasks and objectives

RISK MANAGEMENT

- Maintaining a pro-active approach in developing and implementing strategies that significantly mitigate risk
- Monitoring and managing the project Risk Register with the District Project Manager
- Communicating any risks that may negatively impact the project as soon as they are identified

QUALITY MANAGEMENT

- Adhering to Project Management practices and business change control processes
- Recognizing problems or situations that are new or without clear precedent.
- Evaluating alternatives and finding solutions using a systematic, multi-step approach.
- Setting realistic expectations; establishing specific District satisfaction standards and actively monitoring District satisfaction
- Tracking project deliverables and communicating with District Project Manager to deliver project on-time and within scope and budget
- Working with District Project Manager to design a comprehensive strategy for achieving successful outcome of the project
- Constructing thorough test scenarios to validate process performance
- Preparing and delivering control point sign offs for District Project Manager acceptance

TEAM MANAGEMENT

- Identifying and coordinating all Tyler resources across all modules, phases, and activities including development, conversions, forms, installation, reporting, implementation, and billing
- Providing direction and support to Tyler project team
- Assessing team performance and taking corrective action, if needed
- Interfacing closely with Tyler developers to coordinate program customization activities
- Working with Tyler Technical Support Teams to ensure timely response and appropriate resolution
- Coordinating with in-scope third party providers to align activities and interface development with ongoing project tasks

ISSUE MANAGEMENT

- Tracking issues that occur during the project and ensuring appropriate resolution
- Reporting on issue status on a weekly basis
- Working with District PM and Tyler Management to categorize issues into a prioritized list
- Collaborating with the District PM to review appropriate actions to address issues
- Assisting Tyler Project Team in identifying and preparing work around solutions to allow District to proceed with training when issues are present

COMMUNICATION & REPORTING

- Conveying goals and objectives clearly and in a compelling manner
- Listening effectively and clarifying information as needed
- Interpreting verbal and non-verbal messages that others communicate
- Producing clear and complete status reports
- Communicating tactfully and candidly
- Handling broad-based, often complex, communication for internal and/or external audiences
- Creating a forum and format for ongoing open communication within project team
- Communicating the status of project deliverables
- Keeping all stakeholders updated on progress of project
- Compiling and delivering a weekly status report
- Leading a weekly Status Meeting
- Communicating with the District project manager on a daily basis, excluding vacations, holidays, and internal Tyler meetings
- Immediately communicating new or escalating project risks to District Project Manager and Stakeholders
- Preparing Phase Closure documents

Tyler Project Manager	Title	Dedicated %	Key Personnel
Patricia Britt Roberson, PMP	Project Manager	100%	Yes

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, District and Tyler agree that 30% of all implementation and consulting service tasks will be delivered remotely. Tyler and District 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

Services including SME days and Implementation days will be allocated appropriately to implement the following modules during the project plan development. These days will be utilized for a variety of purposes including Fundamentals Review, Current and Future State Analysis, Core User and Central Office

End User Training, Configuration Testing, Data Conversion Validation Support, Issue Resolution, Production Cutover Support and Post Production Support.

- General Ledger
- Budget
- Accounts Payable
- Bid Management
- BMI Asset Track Interface
- CAFR Statement Builder²
- Cash Management
- Contract Management
- Fixed Assets
- Inventory
- Project & Grant Accounting
- Purchasing
- eProcurement

Functional Area	Module
General Ledger / Chart of Accounts	<ul style="list-style-type: none"> • MUNIS General Ledger • MUNIS Cash Management
Budgeting	<ul style="list-style-type: none"> • MUNIS Budget
Purchasing	<ul style="list-style-type: none"> • MUNIS Purchasing • MUNIS Bid Management • MUNIS Contract Management • MUNIS Inventory • MUNIS eProcurement
Accounts Payable	<ul style="list-style-type: none"> • MUNIS Accounts Payable
Project / Grant Accounting	<ul style="list-style-type: none"> • MUNIS Project & Grant Accounting
Accounts Receivable / Billing	<ul style="list-style-type: none"> • MUNIS Accounts Receivable • MUNIS General Billing
Fixed Assets	<ul style="list-style-type: none"> • MUNIS Fixed Assets • CAFR Statement Builder
Treasury	<ul style="list-style-type: none"> • MUNIS Cash Management
Vendor Self Service	<ul style="list-style-type: none"> • MUNIS Business & Vendor Self Service

C.1.1.2 Phase 1 Tyler Forms

The Forms in the Tyler Forms Financial Library listed below will be designed, delivered, and tested in Phase 1:

- 1 AP Check
- 1 EFT/ACH
- 1 Purchase Order
- 1 Contract

² CAFR Statement Builder is implemented post Financials Go Live.

-
- 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 H.

C.1.1.4 Phase 1 Custom Imports/Export

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

- 1 AP/PR Check Recon Import
- 1 AP Positive Pay Export Format
- P-Card Import Format w/Encumbrances

C.1.1.5 Phase 1 Technical Services

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

- VPN Device

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

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

- 1 Tyler Secure Signature System with 2 Keys

C.1.2 Phase 2

C.1.2.1 Phase 2 Implementation Days and Software

Services including SME days and Implementation days will be allocated appropriately to implement the following modules during the project plan development. These days will be utilized for a variety of purposes including Fundamentals Review, Current and Future State Analysis, Core User and Central Office End User Training, Configuration Testing, Data Conversion Validation Support, Issue Resolution, Production Cutover Support and Post Production Support.

- Applicant Tracking
- Employee Expense Reimbursement
- HR Management
- Payroll w/ Employee Self Service
- Professional Development
- ExecuTime Time & Attendance
- ExecuTime Time & Attendance Mobile
- Time & Attendance Import

Functional Area	Module
Human Resources	<ul style="list-style-type: none"> • MUNIS HR Management
Payroll	<ul style="list-style-type: none"> • MUNIS Payroll
Applicant Tracking	<ul style="list-style-type: none"> • MUNIS Applicant Tracking
Employee Relations	<ul style="list-style-type: none"> • MUNIS HR Management
Risk Management	<ul style="list-style-type: none"> • MUNIS Risk Management
Employee Expense Reimbursement	<ul style="list-style-type: none"> • MUNIS Employee Expense Reimbursement
Employee Benefits	<ul style="list-style-type: none"> • MUNIS HR Management
Time Entry	<ul style="list-style-type: none"> • ExecuTime Time & Attendance • ExecuTime Time & Attendance Mobile • Time & Attendance Import
Benefits Enrollment	<ul style="list-style-type: none"> • MUNIS Employee Self Service
Education & Skills	<ul style="list-style-type: none"> • MUNIS Professional Development
Certifications & Licensing	<ul style="list-style-type: none"> • MUNIS HR Management
Salary & Benefit Budgeting	<ul style="list-style-type: none"> • MUNIS Budget, MUNIS HR Management, MUNIS Payroll
Case Management	<ul style="list-style-type: none"> • MUNIS HR Management
Grievance Tracking	<ul style="list-style-type: none"> • MUNIS HR Management

C.1.2.2 Tyler Forms

The Forms in the Tyler Forms Payroll Library listed below will be designed, delivered, and tested in Phase 2:

- 1 Payroll Check
- 1 Direct Deposit
- 1 Vendor from Payroll Check
- 1 Vendor from Payroll Direct Deposit
- W2
- W2c
- 1099R
- ACA 1095B
- ACA 1095C

The Forms in the Tyler Forms Personnel Action Library listed below will be designed, delivered, and tested in Phase 2:

- 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 H.

C.1.2.4 Phase 2 Custom Imports/Export

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

- AP/PR Check Recon Import (delivered in Phase 1)
- PR Positive Pay Export Format

C.1.3 Phase 3

C.1.3.1 Phase 3 Implementation Days and Software

Services including SME days and Implementation days will be allocated appropriately to implement the following modules during the project plan development. These days will be utilized for a variety of purposes including Fundamentals Review, Current and Future State Analysis, Core User and Central Office End User Training, Configuration Testing, Data Conversion Validation Support, Issue Resolution, Production Cutover Support and Post Production Support.

- Work Orders, Fleet & Facilities Management
- Standard Fuel Interface³

Functional Area	Module
Work Orders, Fleet & Facilities Management	<ul style="list-style-type: none">• MUNIS Work Orders, Fleet & Facility Management

C.1.3.2 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 H.

C.1.4 Cross Phase

C.1.4.1 Cross Phase Implementation Days and Software

Services including SME days and Implementation days will be allocated appropriately to implement the following modules during the project plan development. These days will be utilized for a variety of purposes including Fundamentals Review, Current and Future State Analysis, Core User and Central Office End User Training, Configuration Testing, Data Conversion Validation Support, Issue Resolution, Production Cutover Support and Post Production Support.

- Munis Analytics & Reporting (SaaS)
- Tyler Content Manager SE

³ Tyler's Standard Fuel Interface is available from several vendors. Fuelman, FuelForce, Phoenix AFC, Phoenix SCC, Fuel Master, TRN85-Fuelman, Fuelmaster-Plus and Gasboy CFN.

C.1.4.2 Cross Phase Technical Services

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

- Tyler Forms Processing
- Tyler Forms Processing Configuration

C.1.4.3 Cross Phase Project Management Services

The project management services listed below, as described more fully in section B.2.4, will be delivered across all phases for the term specified.

- Full Time, Dedicated Project Manager – 29 months
 - Onsite 9 – 12 days per month⁴, or as otherwise agreed
 - 40 hours⁵ - weekly project management time
 - Weekly Status Reports
 - Onsite participation in Steering Committee Meetings
 - Onsite Cutover Planning
 - Onsite for Cutover

C.1.4.4 Cross Phase Implementation Services

The Implementation services listed below will be allocated appropriately during the project plan development to provide the necessary support throughout the project.

- Subject Matter Experts – 378 days
 - General Ledger & Project
 - Procure to Pay
 - Payroll
 - Human Resources
 - Work Order, Fleet & Facilities Management
- Additional Implementation Days – 365 days
These days, in addition to the days associated with applications purchased, will be combined to implement Tyler software.
 - Financials
 - Payroll, HR Management, Professional Development, ExecuTime
 - Work Orders, Fleet & Facilities Management

⁴ Variance based on 4 week vs. 5 week months, PTO, Tyler-observed holidays, and company meetings.

⁵ 40 hours include PTO, Tyler-observed holidays, Tyler Company meetings and associated travel.

C.2 Education Scope

C.2.1 Power User Training

Tyler will train all District Power Users on their respective process area(s) in Munis and ExecuTime. The training will utilize Standard Process Manuals, as available, as guidelines for process flow and to encourage customization of manuals. Tyler will train all Power Users using available implementation days outlined in the Agreement according to the project schedule. The Tyler Project Manager will provide a proposed training schedule based on the requirements for meeting target live dates and availability of resources (Tyler Implementation Consultants, District trainees, training room, etc.), which will be included in the Project Plan. Power User Training will include formal classroom style process training and informal issue resolution training.

C.2.2 Train-the-Trainer Training

Tyler will train the District's End User Trainer(s) on the Munis and ExecuTime processes that will be utilized by decentralized users. The first End User process training exposure will occur during the End User function training conducted during the Power User Training. Subsequent to this training, Tyler Consultants will finalize the suggested End User training material, extracted from the Standard Process Manuals, as available, and provide the District's Trainer with guidance on the material content. In addition, the District's Trainer may attend Central Office End User training sessions to further prepare for conducting decentralized training.

C.2.3 Central Office End User Training

Tyler will train the District's Central Office End Users on the Munis and ExecuTime processes that are designated as End User processes. End User process documents will be extracted from the Standard Process Manuals, as available, and used as training guides during the training.

C.2.4 Decentralized End User Training

Tyler's proposal does not include Decentralized End User Training. Completion of this task, along with associated scheduling, communications, materials delivery, and logistics are the responsibility of the District.

C.2.5 Management and Administrator Training

Tyler will train the District's Central Office Managers and Administrators on the Munis and ExecuTime processes they perform that are designated as either End User or Power User processes. This training will occur during the same time frame as either End User or Power User training, but will be conducted as separate sessions.

C.2.6 SSRS Report Training

Training will be conducted immediately following the Phase 1 Go Live. Should custom SSRS reports be required for the Phase 1 Go Live, Tyler will modify the training schedule to occur once there is sufficient

data in Munis to produce reports. Tyler uses a “train the trainer” approach, which will provide the District Project Team the tools necessary to fully use the Tyler reporting tools and to train additional users on the subject matter as they see fit.

C.3 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.4 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 District 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. District 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, District will have the ability to create its own custom reports and modify any report from the TRS Report Library.

C.5 Workflow Scope

All of the available workflow functionality in the licensed modules shall be considered as in scope. Tyler consultants will work with District 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 District and Tyler have the ability to allocate additional internal resources if needed.
- The District also ensures the alignment of their budget and Scope expectations.
- The District and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.

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

D.2 Data Conversion

- The District 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 District 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 District 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 District 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 District 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.
- District is on a supported, compatible version of the 3rd party software or Tyler Standard Data Exchange tools may not be available.
- The District 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 District will provide network access for Tyler modules, printers, and Internet access to all applicable District and Tyler Project staff.
- The District has in place all hardware, software, and technical infrastructure necessary to support the Project.
- District'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 District does not meet minimum standards of Tyler's published specifications.

D.5 Education

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

D.6 Tyler Forms

- Tyler Consultants will provide the District with Tyler Forms kits containing the options for producing purchased forms.
- Tyler will assist the District in selecting the correct forms, mocking up the layout to reflect the optimal data available, and submit them to Tyler Forms.
- The proofs are sent back to the District in an iterative process to review for accuracy or report any necessary adjustments.
- Once Form proofs have been accepted and forms are loaded on District's server, testing continues throughout the balance of the implementation.

-
- The goal, at a minimum, is to print forms as part of SME training so that both the content and process are validated repeatedly.
 - Forms requiring review and approval by banks must be submitted to the bank a minimum of sixty (60) days before Go Live in order to assure acceptance.

D.7 Security Design and Setup

- Application security needs are defined during analysis.
- All user access roles and permissions are reviewed and options are discussed and implemented along with their particular module.
- Tyler will conduct the security analysis for all the types of users being implemented within each phase. As part of the security analysis, Tyler will deliver a security matrix to assist the District to identify appropriate permissions and roles needed to meet the District's business processes.
- Tyler will train the District on the completion of the security matrix and the subsequent process of building security in Munis.
- The District will build and maintain all permissions in the system.
- The first roles and permissions will be built for users that will be engaged during the early stages of the project.
- As additional users are introduced into the implementation, roles and permissions will be added as needed.

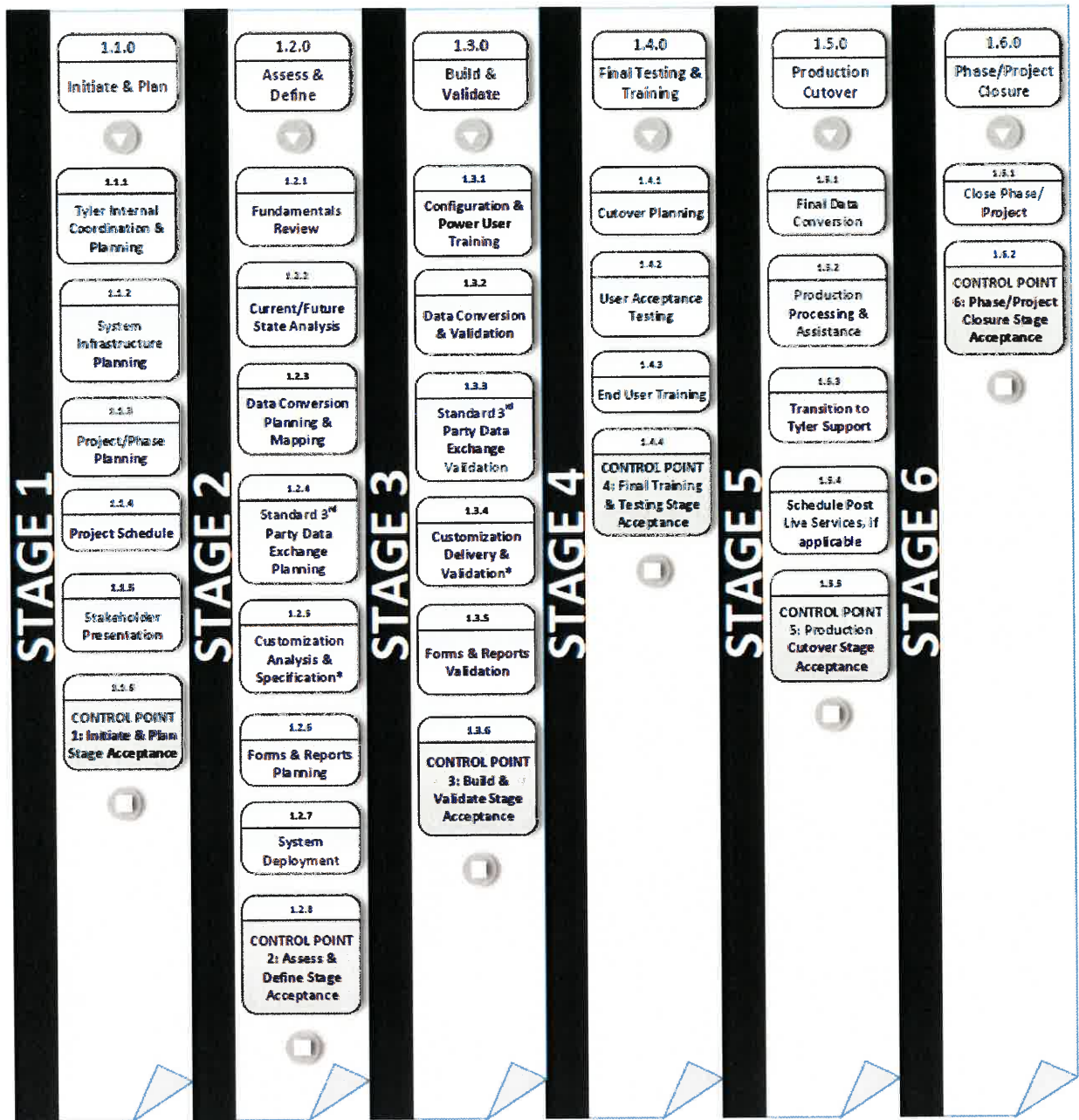
D.8 Workflow Design and Setup

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

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 District and Tyler Project management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. District 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 the Project Manager. Tyler provides the District with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. District participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler Project Manager coordinates with Sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the District’s team. During this step, Tyler will work with the District to establish the dates for the Project/Phase Planning session.

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

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER								DISTRICT											
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	District Executive Sponsor	District Steering Committee	District Project Manager	District Functional Leads	District Change Management Leads	District Power Users	District Department Heads	District End Users	District Technical Leads	District Project Toolset Coordinator	District Upgrade Coordinator
Assign Tyler Project Manager	A	R	I						I			I								
Provide initial Project documents to District	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 District provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the District’s site. The District 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								DISTRICT											
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	District Executive Sponsor	District Steering Committee	District Project Manager	District Functional Leads	District Change Management Leads	District Power Users	District Department Heads	District End Users	District Technical Leads	District Project Toolset Coordinator	District Upgrade Coordinator
Provide system hardware specifications			I					R	A			I						C		
Make hardware available for Installation			I					C				A						R		

STAGE 1	System Infrastructure Planning																			
	TYLER								DISTRICT											
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	District Executive Sponsor	District Steering Committee	District Project Manager	District Functional Leads	District Change Management Leads	District Power Users	District Department Heads	District End Users	District Technical Leads	District Project Toolset Coordinator	District Upgrade Coordinator
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 will deliver a baseline Implementation Management Plan, which will be updated together and mutually agreeable by District and Tyler.

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

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

E.1.1.4 Project Schedule

District and Tyler will mutually develop an initial Project schedule. The initial schedule includes, at a 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								DISTRICT											
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	District Executive Sponsor	District Steering Committee	District Project Manager	District Functional Leads	District Change Management Leads	District Power Users	District Department Heads	District End Users	District Technical Leads	District Project Toolset Coordinator	District 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	I				
District reviews Project Plan & initial schedule				C						I	A	R	C	C		C				
District approves Project Plan & initial schedule				I						I	A	R	C	C	I	I		I	I	I

E.1.1.5 Stakeholder Presentation

District 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								DISTRICT											
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	District Executive Sponsor	District Steering Committee	District Project Manager	District Functional Leads	District Change Management Leads	District Power Users	District Department Heads	District End Users	District Technical Leads	District Project Toolset Coordinator	District Upgrade Coordinator
Present overview of Project Deliverables, project schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

E.1.1.6 Control Point 1: Initiate & Plan Stage Acceptance

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

E.1.1.7 Initiate & Plan Stage Deliverables

- **Implementation Management Plan**

Objective: Update and deliver baseline management plans to reflect the approach to the District'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: District 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: District acceptance of schedule based on District resource availability and Project budget and goals.

E.1.1.8 Initiate & Plan Stage Acceptance Criteria

- VPN 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 District 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 District collaboration. The District shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

E.1.2.1 Fundamentals Review

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

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

STAGE 2	Fundamentals Review																			
	TYLER								DISTRICT											
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	District Executive Sponsor	District Steering Committee	District Project Manager	District Functional Leads	District Change Management Leads	District Power Users	District Department Heads	District End Users	District Technical Leads	District Project Toolset Coordinator	District 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

District 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.

- Current State Analysis - Tyler’s Implementation Consultants use an analysis and questionnaire system containing an inventory of criteria and questions that accumulate our knowledge of our clients' standard operating procedures as relate to Tyler applications and conduct sessions with District Functional Leads and Power Users.
- Chart of Accounts (CoA) Design - Tyler Consultants will lead the District through an in depth discussion of Current/Future State Chart of Accounts design policy, reporting requirements, and the conversion process. In addition, knowledge transfer of the Munis Chart of Accounts structure is completed, design recommendations are finalized, and the District is trained on how to complete the CoA Workbook or COA Wizard.
- Future State Analysis - Tyler’s Implementation Consultants, after evaluating the information gathered during the Current State Analysis, lead District Functional Leads and Power Users through in depth sessions detailing functional opportunities for business process redesign and driving discussions towards initial process decisions. Process decisions are documented and become part of the Design Document (DED 1-2, 2-2, 3-2).

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

STAGE 2	Current/Future State Analysis																			
	TYLER								DISTRICT											
	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	District Executive Sponsor	District Steering Committee	District Project Manager	District Functional Leads	District Change Management Leads	District Power Users	District Department Heads	District End Users	District Technical Leads	District Project Toolset Coordinator	District Upgrade Coordinator
Provide Current/Future State analysis materials to the District 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	C	I				
Record Future State decisions during sessions			A	R								I	C	I	C					
Update Future State decisions following sessions				I	I							A	R	I	C					

E.1.2.3 Data Conversion Planning & Mapping

The data conversion process is carefully structured involving formal planning and monitoring throughout the project. As a key component of successful implementations, Tyler’s methodology is structured to promote the importance of completing data validation by placing focus on the work activities earlier in the project. This does not include loading and maintaining the data in the production/live database in the majority of instances, however. The goal is to validate the conversion program’s ability to produce accurate results early so that pre-live activities do not include labor intensive validation. In addition, by presenting accurate data early in the project, the District has the opportunity to gain confidence in the process and work with their data in training and testing scenarios.

Tyler will provide detailed Conversion schemas as a guide to the types of data that can be converted, the specific fields available in Munis and other significant information. These schemas are distributed for all purchased conversions and help guide the data mapping process. This entails the activities performed to prepare to convert data from the District’s Legacy System Applications to the Tyler system. Tyler staff and the District 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																			
TASKS	TYLER								DISTRICT											
	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	District Executive Sponsor	District Steering Committee	District Project Manager	District Functional Leads	District Change Management Leads	District Power Users	District Department Heads	District End Users	District Technical Leads	District Project Toolset Coordinator	District 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 District’s responsibility to ensure the third party program operates or accesses the data correctly.

The District and Tyler Project Managers 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								DISTRICT											
	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	District Executive Sponsor	District Steering Committee	District Project Manager	District Functional Leads	District Change Management Leads	District Power Users	District Department Heads	District End Users	District Technical Leads	District Project Toolset Coordinator	District 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 District reviews the specifications and confirms they meet District’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 District business process change. It is the responsibility of the District to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for District 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 District will test and approve those changes during the Build and Validate Stage.

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

STAGE 2	Customization Analysis & Specification, if contracted																			
	TYLER							DISTRICT												
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	District Executive Sponsor	District Steering Committee	District Project Manager	District Functional Leads	District Change Management Leads	District Power Users	District Department Heads	District End Users	District Technical Leads	District Project Toolset Coordinator	District 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	I	I					C	

E.1.2.6 Forms & Reports Planning

District and Tyler Project Managers 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 District-developed Reports or a newly discovered Customization that will require a Change Request.

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

STAGE 2	Forms & Reports Planning																			
TASKS	TYLER							DISTRICT												
	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	District Executive Sponsor	District Steering Committee	District Project Manager	District Functional Leads	District Change Management Leads	District Power Users	District Department Heads	District End Users	District Technical Leads	District Project Toolset Coordinator	District Upgrade Coordinator
Review required Forms output			A	R									C	I	C			I		
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																			
TASKS	TYLER							DISTRICT												
	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	District Executive Sponsor	District Steering Committee	District Project Manager	District Functional Leads	District Change Management Leads	District Power Users	District Department Heads	District End Users	District Technical Leads	District Project Toolset Coordinator	District Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A		I					R				I						C		

E.1.2.8 Control Point 2: Assess & Define Stage Acceptance

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

E.1.2.9 Assess & Define Stage Deliverables

- Completed analysis Questionnaire

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

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

Acceptance criteria: District acceptance of completed Questionnaire based on thoroughness of capturing all District 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 District, reflecting complete and accurate conversion decisions.

- **Customization specification documents, if contracted**

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

Scope: Design solution for Customization.

Acceptance criteria: District 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 District 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.

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

E.1.2.10 Assess & Define Stage Acceptance Criteria

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

E.1.3 Build & Validate (Stage 3)

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

E.1.3.1 Configuration & Power User Training

Tyler staff collaborates with the District 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 District Power Users to prepare them for the Validation of the software. The District collaborates with Tyler staff iteratively to Validate software configuration. During this stage, it is imperative that all processes are tested to ensure that decisions, and associated settings, are finalized prior to final training. This must occur early in the stage so that consistency and predictability are part of other parts of ongoing implementation activities, such as data conversion, workflow, and security validation.

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

STAGE 3	Configuration & Power User Training																			
	TYLER								DISTRICT											
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	District Executive Sponsor	District Steering Committee	District Project Manager	District Functional Leads	District Change Management Leads	District Power Users	District Department Heads	District End Users	District Technical Leads	District Project Toolset Coordinator	District Upgrade Coordinator
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 District, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the District reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the District to address conversion discrepancies prior to acceptance.

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

STAGE 3	Data Conversion & Validation																			
	TYLER								DISTRICT											
	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	District Executive Sponsor	District Steering Committee	District Project Manager	District Functional Leads	District Change Management Leads	District Power Users	District Department Heads	District End Users	District Technical Leads	District Project Toolset Coordinator	District Upgrade Coordinator
Write and run data conversion program against District 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 District 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								DISTRICT											
	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	District Executive Sponsor	District Steering Committee	District Project Manager	District Functional Leads	District Change Management Leads	District Power Users	District Department Heads	District End Users	District Technical Leads	District Project Toolset Coordinator	District 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 District 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								DISTRICT											
	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	District Executive Sponsor	District Steering Committee	District Project Manager	District Functional Leads	District Change Management Leads	District Power Users	District Department Heads	District End Users	District Technical Leads	District Project Toolset Coordinator	District 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 District tests each Standard Form/Report.

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

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

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

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

- **Installation of Customizations on the District'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 District-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 District 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 District review the final Cutover plan. A critical Project success factor is the District 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

District and Tyler Project Manager discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the District for success.

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

STAGE 4	Cutover Planning																			
	TYLER							DISTRICT												
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	District Executive Sponsor	District Steering Committee	District Project Manager	District Functional Leads	District Change Management Leads	District Power Users	District Department Heads	District End Users	District Technical Leads	District Project Toolset Coordinator	District Upgrade Coordinator
Cutover Planning Session		A	R	C						I	I	C	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 District 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 District using Tyler training materials.

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

STAGE 4	User Acceptance Testing (UAT)																			
	TYLER							DISTRICT												
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	District Executive Sponsor	District Steering Committee	District Project Manager	District Functional Leads	District Change Management Leads	District Power Users	District Department Heads	District End Users	District Technical Leads	District Project Toolset Coordinator	District 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 District 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. District users who attended the Tyler sessions may train any District users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

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

STAGE 4	End User Training																			
	TYLER								DISTRICT											
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	District Executive Sponsor	District Steering Committee	District Project Manager	District Functional Leads	District Change Management Leads	District Power Users	District Department Heads	District End Users	District Technical Leads	District Project Toolset Coordinator	District Upgrade Coordinator
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	

E.1.4.4 Control Point 4: Final Testing & Training Stage Acceptance

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

E.1.4.5 Final Testing & Training Stage Deliverables

- **Production Cutover checklist**

Objective: Provide a detailed checklist outlining tasks necessary for production Cutover.

Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing.

Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates.

- **User Acceptance Test Plan**

Objective: Provide testing steps to guide users through testing business processes in Tyler software.

Scope: Testing steps for Standard business processes.

Acceptance criteria: Testing steps have been provided for Standard business processes.

E.1.4.6 Final Testing & Training Stage Acceptance Criteria

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

E.1.5 Production Cutover (Stage 5)

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

E.1.5.1 Final Data Conversion, if applicable

The District provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The District 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								DISTRICT											
	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	District Executive Sponsor	District Steering Committee	District Project Manager	District Functional Leads	District Change Management Leads	District Power Users	District Department Heads	District End Users	District Technical Leads	District Project Toolset Coordinator	District Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	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 District during Production Cutover activities. The District 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								DISTRICT											
	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	District Executive Sponsor	District Steering Committee	District Project Manager	District Functional Leads	District Change Management Leads	District Power Users	District Department Heads	District End Users	District Technical Leads	District Project Toolset Coordinator	District Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance		A	R					C				I	C	C	C	C	C	C		

E.1.1.5.3 Transition to Tyler Support

Tyler Project Manager introduce the District to the Tyler Support team, who provides the District 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								DISTRICT											
	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	District Executive Sponsor	District Steering Committee	District Project Manager	District Functional Leads	District Change Management Leads	District Power Users	District Department Heads	District End Users	District Technical Leads	District Project Toolset Coordinator	District Upgrade Coordinator
TASKS																				
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.1.1.5.4 Schedule Post-production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler Project Manager collaborate with District 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								DISTRICT											
	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	District Executive Sponsor	District Steering Committee	District Project Manager	District Functional Leads	District Change Management	District Power Users	District Department Heads	District End Users	District Technical Leads	District Project Toolset	District Upgrade Coordinator
TASKS																				
Identify topics for post-production services			C	C							A	R	C	I	C					
Schedule services for post-production topics		A	R	I							C	C	I	C					I	

E.1.1.5.5 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.1.1.5.6 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 District Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support.

Acceptance criteria: The District 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 District 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 District and Tyler Project Manager review the list of outstanding Project activities and develop a plan to address them. The Tyler Project Manager review the Project budget and status of each contract Deliverable with the District 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								DISTRICT											
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	District Executive Sponsor	District Steering Committee	District Project Manager	District Functional Leads	District Change Management Leads	District Power Users	District Department Heads	District End Users	District Technical Leads	District Project Toolset Coordinator	District Upgrade Coordinator
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		

STAGE 6	Close Phase/Project																			
	TYLER							DISTRICT												
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	District Executive Sponsor	District Steering Committee	District Project Manager	District Functional Leads	District Change Management Leads	District Power Users	District Department Heads	District End Users	District Technical Leads	District Project Toolset Coordinator	District Upgrade Coordinator
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

E.2 Resource Allocation by Stage

E.2.1 Phase 1

PHASE 1 Financials	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17
Project Manager	Initiate & Plan															Production Cutover	Phase Closure
Functional Leads	Initiate & Plan	Assess & Define	Assess & Define	Assess & Define	Assess & Define	Assess & Define	Build & Validate Supporting Role (as needed for procedure validation & guidance)									Production Cutover	Phase Closure
Power Users		Assess & Define Supporting Role (if needed for process & data Subject Matter Expertise)					Build & Validate	Build & Validate	Build & Validate	Build & Validate	Build & Validate	Build & Validate	Final Testing & Training	Final Testing & Training	Final Testing & Training	Production Cutover	Phase Closure
End Users												Final Testing & Training	Final Testing & Training	Final Testing & Training	Production Cutover		
IT		Assess & Define Supporting Role (as needed for data & legacy Subject Matter Expertise)					Build & Validate Supporting Role (as needed for data and other support functions)						Final Testing & Training Supporting Role (as needed for data and other support functions)			Production Cutover	

E.2.2 Phase 2

PHASE 2 DR/HR	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14
Project Manager	Initiate & Plan												Production Cutover	Phase Closure
Functional Leads	Initiate & Plan	Assess & Define	Assess & Define	Assess & Define	Assess & Define	Build & Validate Supporting Role (as needed for procedure validation & guidance)						Production Cutover	Phase Closure	
Power Users		Assess & Define Supporting Role (if needed for process & data Subject Matter Expertise)				Build & Validate	Build & Validate	Build & Validate	Build & Validate	Final Testing & Training	Final Testing & Training	Final Testing & Training	Production Cutover	Phase Closure
End Users										Final Testing & Training	Final Testing & Training	Final Testing & Training	Production Cutover	
IT		Assess & Define Supporting Role (as needed for data & legacy Subject Matter Expertise)				Build & Validate Supporting Role (as needed for procedure validation & guidance)				Final Testing & Training Supporting Role (as needed for data and other support functions)			Production Cutover	

E.2.3 Phase 3

PHASE 3 WO/TL/PM	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Project Manager	Initiate & Plan						Production Cutover	Phase Closure
Functional Leads	Initiate & Plan	Assess & Define	Assess & Define	Build & Validate Supporting Role (as needed for procedure validation & guidance)			Production Cutover	Phase Closure
Power Users		Assess & Define Supporting Role (if needed for process & data Subject Matter Expertise)		Build & Validate		Final Testing & Training	Production Cutover	Phase Closure
End Users							Production Cutover	
IT		Assess & Define Supporting Role (as needed for data & legacy Subject Matter Expertise)		Build & Validate Supporting Role (as needed for procedure validation & guidance)		Final Testing & Training Supporting	Production Cutover	

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 District'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 District's Executive Sponsor

F.1.2 Tyler Implementation Management

- Acts as the counterpart to the District 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 District 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 Full Time Dedicated Project Manager

- Coordinating change orders, if needed, to ensure proper scope and budgetary compliance
- Validating Agreement compliance throughout the project
- Ensuring that invoicing and deliverables meet Agreement requirements
- Acting as primary point of contact for all Agreement and invoicing questions
- Preparing and presenting Agreement milestone sign-offs for District Project Manager acceptance
- Developing project communication plans with District Project Manager
- Developing risk management plans with District Project Manager
- Developing quality management plans with District Project Manager
- Defining project tasks and resource requirements
- Developing initial and full scale project plans
- Working with District Project Manager to satisfactorily plan and schedule project timelines to achieve on-time implementation
- Ensuring a high level of fiscal control and accountability for project budget
- Developing a process and approval matrix for handling scope change requests with District Project Manager
- Developing a process and approval matrix for handling budget changes with District Project Manager
- Providing a weekly reconciliation report reflecting services used, scheduled and unused, and unallocated
- Developing a schedule that appropriately weights project activities, tasks, and deadlines
- Maintaining a published calendar for District and Tyler project activities
- Controlling schedules to ensure adequate Tyler support throughout the project
- Utilizing Agreement services to complete Tyler tasks and objectives
- Maintaining a pro-active approach in developing and implementing strategies that significantly mitigate risk
- Monitoring and managing the project Risk Register with the District Project Manager
- Communicating any risks that may negatively impact the project as soon as they are identified
- Adhering to Project Management practices and business change control processes
- Recognizing problems or situations that are new or without clear precedent.
- Evaluating alternatives and finding solutions using a systematic, multi-step approach.
- Setting realistic expectations; establishing specific District satisfaction standards and actively monitoring District satisfaction
- Tracking project deliverables and communicating with District Project Manager to deliver project on-time and within scope and budget

- Working with District Project Manager to design a comprehensive strategy for achieving successful outcome of the project
- Constructing thorough test scenarios to validate process performance
- Preparing and delivering control point sign offs for District Project Manager acceptance
- Identifying and coordinating all Tyler resources across all modules, phases, and activities including development, conversions, forms, installation, reporting, implementation, and billing
- Providing direction and support to Tyler project team
- Assessing team performance and taking corrective action, if needed
- Interfacing closely with Tyler developers to coordinate program customization activities
- Working with Tyler Technical Support Teams to ensure timely response and appropriate resolution
- Coordinating with in-scope third party providers to align activities and interface development with ongoing project tasks
- Tracking issues that occur during the project and ensuring appropriate resolution
- Reporting on issue status on a weekly basis
- Working with District PM and Tyler Management to categorize issues into a prioritized list
- Collaborating with the District PM to review appropriate actions to address issues
- Assisting Tyler Project Team in identifying and preparing work around solutions to allow District to proceed with training when issues are present
- Conveying goals and objectives clearly and in a compelling manner
- Listening effectively and clarifying information as needed
- Interpreting verbal and non-verbal messages that others communicate
- Producing clear and complete status reports
- Communicating tactfully and candidly
- Handling broad-based, often complex, communication for internal and/or external audiences
- Creating a forum and format for ongoing open communication within project team
- Communicating the status of project deliverables
- Keeping all stakeholders updated on progress of project
- Compiling and delivering a weekly status report
- Leading a weekly Status Meeting
- Communicating with the District project manager on a daily basis, excluding vacations, holidays, and internal Tyler meetings
- Immediately communicating new or escalating project risks to District Project Manager and Stakeholders
- Preparing Phase Closure documents

F.1.4 Tyler Subject Matter Experts

- Performing Consulting and Analysis to determine module design
- Possessing both a broad and deep understanding of the functionality within Tyler software products for their functional area(s)
- Providing confident recommendations regarding configuration decisions and business process best practices using Tyler's products based on their experience and expertise implementing Tyler software products with similar organizations

-
- Providing conversion consulting and crosswalk assistance
 - Completing site reports detailing activities for each implementation day
 - Keeping Tyler Project Manager proactively apprised of any and all issues that might result in the need for additional training needs, slip in schedule, change in process decisions, or that could adversely impact the success of the project prior to taking action
 - Providing guidance for the completion and testing of Tyler Forms Kits
 - Completing site reports detailing activities for each implementation day
 - Providing knowledge transfer to other Tyler team members, as needed

F.1.5 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler Project Manager.
- Performs problem solving and troubleshooting.
- Follows up on issues identified during sessions.
- Documents activities for onsite services performed by Tyler.
- Providing conversion consulting and crosswalk assistance
- Provides conversion Validation and error resolution assistance.
- Recommends guidance for testing Forms and Reports.
- Tests software functionality with the District following configuration.
- Assists during Cutover process and provides production support until the District transitions to Tyler Support.
- Provides product related education.
- Effectively facilitates training sessions and discussions with District 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 District'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 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.1.6 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 District with understanding and interpreting error Reports.
- Performs modifications and corrections to customized conversion programs as the District discovers data anomalies and exception conditions.

F.1.7 Tyler Forms Experts

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

F.1.8 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.1.9 Tyler Sales

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

F.1.10 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 District on the status and resolution of reported issues.

F.2 District Roles and Responsibilities

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

F.2.2 District 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
 - DistrictPolicies

F.2.3 District Project Manager

The District 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 District Project Manager communicates decisions and commitments to Tyler Project Manager in a timely and efficient manner. When the District Project Manager does not have the knowledge or authority to make decisions, he or she engages the correct resources from District 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 District Project team
 - Collaborates in the development of and approval of the Project Plan and Project schedule
 - Collaborates with Tyler Project Manager 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 establishes risk/issue tracking/reporting process between the District 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 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 District 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 District 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 District 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 District 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 District 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 District 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 District 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 District Power User

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

F.2.6 District 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 District 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 District's Legacy System per the conversion schedule set forth in the Project schedule
- Coordinates and adds new users and printers and other Peripherals as needed

-
- Validates all users understand log-on process and have necessary permission for all training sessions
 - Coordinates Interface development for District 3rd 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 District 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 District'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 District and Tyler resources
- Communicates changes affecting users and department stakeholders
- Obtains department stakeholder sign-offs to upgrade Production environment

F.2.9 District 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 District 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: Project Resources

G.1 SharePoint

Tyler will provide a SharePoint site that will serve as the primary collaboration tool for use on the project. The SharePoint site will contain the project plan, all Tyler project documents, any District project documents, any deliverables, sign offs, change orders or other documents that will be shared with the project team.

The project information on the site will be jointly maintained by the Tyler and District Project Teams for the duration of the implementation. Tyler will upload project plans, site reports, status reports, Agreement documents, and other relevant materials. The District SharePoint site will utilize standards and defaults set by Microsoft SharePoint software. The site will be easy to navigate and provide text “breadcrumbs” for backtracking and/or return to the home page. Tools of the site will include, but are not limited to: Project Documentation, Agendas, Sign-offs, Announcements, Calendar, Project Task List, Issues & Action Items, Project Plan, Overdue Tasks, Modifications, Management Plans, Versioning, and Alerts.

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

G.1.1 SharePoint Requirements/Notes

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

Tyler performs a daily routine backup for all District SharePoint sites using industry standard backup techniques and processes. Site-specific backup files can be provided as a billable service with a minimum of 4 hours charged for each backup file using the contracted Tyler rate for implementation services. Tyler

does not provide SharePoint consulting services to restore provided backup files in client-hosted environment.

Once the District has gone live, the site will continue to be maintained as a project site utilized by Tyler Support to research client-specific history and the District to provide a central place for ongoing education information for Munis users. District may make copies of all project documents and archive them locally for retention purposes at any time.

G.2 Tyler University

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

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

G.3 Munis Knowledge Base

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

	District Role	Tyler Role
Steering Committee / Tyler Regional Manager	<ul style="list-style-type: none"> None 	<ul style="list-style-type: none"> None
Project Manager	<ul style="list-style-type: none"> Ensure appropriate users have access to Knowledgebase 	<ul style="list-style-type: none"> Provide reference to knowledge base documents
Project Team / Implementation Consultant	<ul style="list-style-type: none"> Use Knowledgebase to search for and retrieve materials 	<ul style="list-style-type: none"> Provide reference to knowledge base documents
Subject Matter Expert / Other	<ul style="list-style-type: none"> Use Knowledgebase to search for and retrieve materials 	<ul style="list-style-type: none"> Provide reference to knowledge base documents

G.4 Tyler Community

Comprised of Tyler clients, product users and staff, Tyler Community is an online mass collaboration and crowdsourcing tool that allows participants to:

- Search forums, discussions and wikis to solve problems before submitting a support ticket
- Connect with peers and Tyler staff in a collaborative, interactive environment
- Share best practices and knowledge about products or services
- Capture and reuse collective knowledge.

G.4.1 Tyler Community Features

- **Blogs:** A place for informative articles written primarily by Tyler staff around topics like industry news, announcements, tips-and-tricks and best practices.
- **Forums:** The designated place to start discussions and question-and-answer threads, and the primary support feature in the Community.
- **Library:** A library of downloadable media available to any Community member, including user guides, videos, images, documents and more.
- **Wiki:** An interactive research area to create articles around shared knowledge and training resources. Wikis are often a work-in-progress, edited by the Community.

	District Role	Tyler Role
Steering Committee / Tyler Regional Manager	<ul style="list-style-type: none"> None 	<ul style="list-style-type: none"> None
Project Manager	<ul style="list-style-type: none"> Ensure appropriate users have access to Tyler Community 	<ul style="list-style-type: none"> Provide Guidance for the use of Tyler Community
Project Team / Implementation Consultant	<ul style="list-style-type: none"> Use Tyler Community to search for and retrieve materials 	<ul style="list-style-type: none"> Provide Guidance for the use of Tyler Community
Subject Matter Expert / Other	<ul style="list-style-type: none"> Use Tyler Community to search for and retrieve materials 	<ul style="list-style-type: none"> Provide Guidance for the use of Tyler Community

Section H: Appendix

H.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 District's specific project approach. Management plans will document specific project management processes that are agreed upon between District and Tyler project manager. As part of project planning, the Tyler project manager will review the SOW and Agreement with District. 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 District resources and what meetings/roles/tasks each needs to be included on • Determine method for identifying/communicating on-site resources <i>Communication Management Plan</i> <ul style="list-style-type: none"> • Definition of Project Communications • Communication Methods • Key Stakeholders / Audiences for Each Communication • Frequency of Communications • Roles and Responsibilities <i>Risk Management Plan</i> <ul style="list-style-type: none"> • Definition of Risks • Risk Assessment Methodology • Risk Documentation <i>Quality/Testing Management Plan</i> <ul style="list-style-type: none"> • Testing Process • Testing Criteria • Process for Resolving Testing Issues • Quality Review Process / Deliverable Quality Review • Overall Project Quality Standards <i>Schedule Management Plan</i> <ul style="list-style-type: none"> • Identify process for making adjustments to schedule <i>Education Management Plan</i>	

Deliverable Number: DED-C1 (ALL)

- **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 District determine if attendees have learned required training outcomes?
 - How will follow up training be administered?

District 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:

- District 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 District 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.	
District 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 District for approval • Create project plan • Post project plan to Project SharePoint site 	
Acceptance Criteria:	
<ul style="list-style-type: none"> • The District 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 District 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	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 District 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 District processes potentially changed, District 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. 	
District Role:	
<ul style="list-style-type: none"> • Provide decisions for all processes • Finalize decisions not made during sessions and communicate to Tyler; update document 	
Tyler Role:	
<ul style="list-style-type: none"> • Create Design Document • Validate all decisions are finalized before proceeding 	
Acceptance Criteria:	
<ul style="list-style-type: none"> • The deliverable contains all the components specified in the Outline of this DED and the SOW 	

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

Deliverable Number: DED 4 (1-4, 2-4, 3-4)	
Deliverable Name: User Acceptance Test Plan	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 District 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. 	

Deliverable Number: DED 4 (1-4, 2-4, 3-4)	
<ul style="list-style-type: none"> • Enter the vendor type. (These codes are user-defined and can be established in Accounts Payable Miscellaneous Codes.) • Enter the vendor's current status. 	
District 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 District with a list of process areas for testing, materials for customization, suggestions for internal escalation of issues. 	
Acceptance Criteria:	
<ul style="list-style-type: none"> • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Tyler and District 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 client with a checklist of items needed to be completed for Go-Live	
Format: MS Excel	
Outline:	
SAMPLE ACTIVITIES FROM A PAYROLL GO-LIVE CHECKLIST:	
<ul style="list-style-type: none"> • Separation of duties between Payroll and HR determined and tested • Validate process of starting a payroll, switch T & A users • Review Dept. Time & Attendance process, proof reports • Verify GL Distribution Posting correctly- Finance Dept. approval • Verify appropriate permission levels on General, Time & Attendance and Payroll Run Processing for all users 	
CHECKLIST COLUMNS:	
<ul style="list-style-type: none"> • Item ID • Activity • Owner • Date Verified • District Approval (initials) • Notes/Comments 	
District Role:	
<ul style="list-style-type: none"> • Review and complete the list of items required for go-live. 	
Tyler Role:	
<ul style="list-style-type: none"> • Provide client with a list of items required for completion for the go-live, by phase. 	
Acceptance Criteria:	

Deliverable Number: DED 5 (1-5, 2-5, 3-5)

- The deliverable contains all the components specified in the Outline of this DED and the SOW
- The respective Tyler and District 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: 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

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

H.2 Appendix 2: Data Conversion Summary

- Accounting Standard COA

-
- Chart of Accounts segments, objects, character codes, project codes (if applicable), organization codes (if applicable), control accounts budget rollups, fund attributes, due to/due from accounts
 - Requires the use of a Tyler provided spreadsheet for design and entry of the data to be converted
 - Accounting Opt 1 - Actuals
 - General ledger – actual account summary balances for up to 3 years
 - Accounting Opt 2 - Budgets
 - General Ledger – budgeted account summary balances for up to 3 years
 - Accounts Payable Standard Master
 - Vendor master data such as names, addresses, SSN/FID, contacts, phone numbers, etc.
 - If remittance addresses are provided, these are converted into the related Munis Remittance Address table
 - The Vendor Master conversion is frequently loaded prior to go live and then maintained in Munis
 - If YTD 1099 amounts are provided for vendors, these balances are converted into the related Munis Vendor 1099 balances table
 - Accounts Payable Opt 1 - Checks
 - Check History - vendor, warrant, check#, check date, overall amount, GL cash account/date, and clearance information with related document/invoice numbers for each check
 - Accounts Payable Opt 2 - Invoices
 - Invoice History - General information for the invoice is stored in a Header record, and line-specific information stored in a Detail record
 - Contracts
 - Contract fiscal year and period, Munis vendor number, department code, description, enforcement method code, awarded, approved, entry, and expiration dates, etc.
 - Fixed Assets Std Master
 - Asset description, status, acquisition quantity, date, and amount, etc.
 - Fixed Assets Opt 1 – History
 - Transaction history data (acquisitions, disposals, transfers, etc.)
 - Inventory Opt 1 – Commodity Codes
 - Commodity master information, including codes and descriptions, commodity type, acquisition type, unit of measure, vendor, buyer, approver, and various other codes and flags
 - Inventory Std Master
 - General master data includes item, description, commodity code, purchase vendor and date, date received, GL information, hazard code, etc. Location master includes item, location, bin, various quantities (on-hand, last, committed, standard purchase, re-order), lead time; count, count date, and variance; GL information; plus many accumulator buckets

(MTD/YTD/SOY/SOM/LY received /issued /adjusted /cost /value), etc. FIFO data includes item, location, date, qty-received, unit cost, and quantity on hand.

- Payroll Standard
 - Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, etc.
- Payroll Opt 1 - Deductions
 - Employee Deductions - including employee ID, deduction codes, tax information, and direct deposit information
- Payroll Opt 2 – Accrual Balances
 - Employee Accrual Balances (Vacation, Holiday, and other Leave balances)
- Payroll Opt 3 - Accumulators
 - YTD, QTD, MTD Accumulators - Employee pay and deduction amounts (and sometimes amounts paid by the employer on behalf of the employee)
- Payroll Opt 4 – Check History
 - Employee check history with check# and check date, earnings and deductions
- Payroll Opt 5 – Earnings/Deduction History
 - Payroll Earnings and Deductions History tied to check history and accumulators
- Payroll Opt 6 – Applicant Tracking
 - applicant master data, plus applicant references, certifications, education, skills, tests, work history, and interviews, etc.
- Payroll Opt 7 – PM Action History
 - types of personnel actions, such as job or salary changes, along with dates.
- 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 10 – Employee Certifications
 - certification area and certification type codes, certification number and effective date, expiration date, and required-by date, etc.
- Payroll Opt 11 – Employee Education
 - Codes, for institution, type of degree, and area(s) of study.
- Project Grant Accounting
 - Segments, account strings and fund string allocation table
 - Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted
- Project Grant Accounting - Actuals

-
- Summary project ledger string balances
 - Up to 3 years
 - Project Grant Accounting - Balances
 - Summary project ledger budgeted balances
 - Up to 3 years
 - Purchasing – Purchase Orders – Standard
 - Open PO Header data (vendor, buyer, date, accounting information, etc.) and PO Detail (line) information
 - Work Order – Work Order Asset
 - Asset Maintenance tables for all work order asset types. These tables contain the detail of the asset based on the type e.g. Equipment, infrastructure, fleet etc.
 - Work Order – Closed Work Order History No Cost Data
 - Work Order History with no cost data, this is the basic work order information, the work order number, comments, contacts, description, user defined fields.
 - Work Order – Work Order History with Cost Data
 - Work Order History with cost data, everything included in option 2 but integrated with several other Munis modules such as Inventory or Payroll, linking employee numbers, customer number, Inventory items, etc.

H.3 Glossary

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

Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler Project manager or different individual assigned.
Power User	An experienced client person who is an expert in client business processes, as well as knowledgeable in requirements and acceptance criteria.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the client Project manager to discuss Scope, information needed for Project scheduling and resources.
Questionnaire	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Scope	Products and services that are included in the Agreement.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities and Deliverables Tyler will provide to the client.
Test Plan	Describes the testing process. Includes "Test Cases" to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
Software Upgrade	References the act of updating software files to a newer software release.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.

Work Breakdown Structure (WBS)

A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.



Exhibit F
E-Verify Affidavits

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

E-VERIFY AFFIDAVITS

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. 13-10-91, and attests **under oath** that:

(1) the individual, firm, or corporation ("Contractor") has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(2) Contractor's correct user identification number and date of authorization is set forth herein below.

(3) Contractor agrees that the Contractor will not employ or contract with any subcontractor(s) in connection with the physical performance of services on behalf of the DeKalb County School District, unless at the time of the contract said subcontractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Contractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Contractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the sub-subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

If Contractor hires a subcontractor to complete any of the services under Contractors contract with the DeKalb County School District, then Contractor agrees to obtain and maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

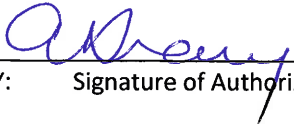
(4) Contractor further agrees to and shall provide copies of all other affidavits or other applicable verification received by Contractor (i.e.: sub-subcontractor affidavits and all other lower tiered affidavits) within five (5) days of receipt.

43510
EEV/Basic Pilot Program User Identification Number

4/27/07
Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

TYLER TECHNOLOGIES, INC.

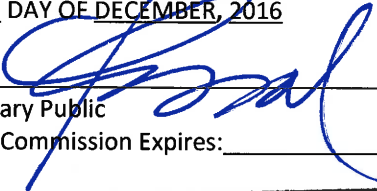

BY: Signature of Authorized Officer or Agent

December 20, 2016
Date

Vice President & Associate General Counsel
Title of Authorized Officer or Agent of Contractor

Abigail Diaz
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
20th DAY OF DECEMBER, 2016


Notary Public
My Commission Expires: _____

JOEL P. LLOYD
Notary Public, State of Maine
My Commission Expires Nov. 2, 2018

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, and attests **under oath** that:

(1) the undersigned individual, firm or corporation (“Subcontractor”) is engaged in the physical performance of services under a contract with **TYLER TECHNOLOGIES, INC.** which has a contract to provide services on behalf of the DeKalb County School District.

(2) Subcontractor has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(3) Subcontractor’s correct user identification number and date of authorization is set forth herein below.

(4) Subcontractor agrees that the Subcontractor will not employ or contract with any sub-subcontractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract on behalf of the DeKalb County School District, unless said sub-subcontractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Subcontractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Subcontractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other permissible verification procured by sub-subcontractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs. Subcontractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such sub-subcontractor Affidavit or other applicable verification to the Contractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

EEV/Basic Pilot Program User Identification Number

Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

BY: Authorized Officer or Agent

Date

(Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____



Exhibit G
End User License Agreement

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

DocOrigin

SOFTWARE LICENSE

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

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

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

1. LICENSE TERMS

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

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

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

2. LICENSE RESTRICTIONS

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

3. UPDATES, MAINTENANCE AND SUPPORT

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

4. INTELLECTUAL PROPERTY RIGHTS.

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

5. DISCLAIMER OF WARRANTIES.

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

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

6. LIMITATIONS OF LIABILITY.

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

7. TERM AND TERMINATION

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

8. GENERAL PROVISIONS

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

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

Last Updated: [July 18 2013]



Exhibit I

**Tyler Technologies, Inc. proposal, submitted in response to Client RFP, and dated
10/6/2015 (Tyler "Proposal")**

Incorporated by reference.



Exhibit J

DeKalb County School District Request for Proposals #16-477 for an Enterprise Resource Planning System (Client "RFP").

Incorporated by reference.