SOFTWARE AS A SERVICE AGREEMENT

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

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

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

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"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 Guilford County, NC.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in 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 Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the 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.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system

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

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

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).

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

3. Ownership.

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

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

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

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

6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 For at least the past twelve (12) 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.

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

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in 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. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (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.

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).

8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);

   8.2 provide telephone support during our established support hours;

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

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

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

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

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

SECTION D – THIRD PARTY PRODUCTS

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

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

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

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

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

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

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

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

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

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

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

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

   2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

      a. if you terminate during the first or second year of the initial term, 100% of the SaaS Fees through the date of termination at the un-deferred rate set forth in the Investment Summary as of the Effective Date.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

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

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

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

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

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

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

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

4. **<u>LIMITATION OF LIABILITY</u>. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **<u>EXCLUSION OF CERTAIN DAMAGES</u>. 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. <u>Insurance</u>. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. <u>Additional Products and Services</u>. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date 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. <u>Optional Items</u>. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

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

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

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

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

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

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

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

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

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. 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.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

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

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

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

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

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

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

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

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

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

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work
Exhibit F	E-Verify

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.

DocuSigned by:

By: Robert Kennedy-Jensen

62DB38FA5176480...

Name: Robert Kennedy-Jensen

Title: Director of Contracts

Date: 3/8/2019 | 9:31 AM EST

WITNESS:

DocuSigned by:

By: Brian Lynn

DDC812C04F994BA...

Name: Brian Lynn

Date: 3/8/2019 | 9:36 AM EST

Guilford County, NC

DocuSigned by:

By: Marty K Lawing

5148C7EFF7AB48A...

Name: Marty K. Lawing

Title: Guilford County Manager

Date: 3/5/2019 | 7:54 AM PST

ATTEST:

DocuSigned by:

By: Robin B Keller

261BE04777AA4DA...

By: Robin Keller, Clerk to the Board

Date: 3/5/2019 | 11:52 AM PST

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:

Harley L Will 3/1/2019 | 12:51 PM EST

BBF36FB936C04DA...

Harley Will Date

Guilford County Finance Director

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Guilford County
301 West Market Street
Greensboro, NC 27402
Attention: Guilford County Manager

Exhibit A
Investment Summary

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

Tyler sales quotation to be inserted prior to Agreement execution.

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EXHIBIT A

Quoted By:	Phil Sharp
Date:	11/28/2018
Quote Expiration:	1/14/2019
Quote Name:	Guilford County-ERP-Munis ERP Suite
Quote Number:	2018-53706-5
Quote Description:	Munis ERP Suite SaaS

Sales Quotation For

Hemant Desai
Guilford County
PO Box 3427
Greensboro, NC 27402-3427
Phone +1 (336) 641-3300
Email: hdesai@guilfordcountync.gov

SaaS

Description	# Years	Annual Fee	One Time Fees Impl. Hours	Impl. Cost	Data Conversion
Financial:					
Accounting/GL	5.0	$152,971.00	300	$52,500.00	$22,400.00
Accounts Payable	5.0	$42,049.00	92	$16,100.00	$0.00
Bid Management	5.0	$17,997.00	72	$12,600.00	$0.00
Budgeting	5.0	$42,049.00	92	$16,100.00	$0.00
Capital Assets	5.0	$38,393.00	144	$25,200.00	$5,000.00
Cash Management	5.0	$27,709.00	96	$16,800.00	$0.00
Contract Management	5.0	$17,111.00	72	$12,600.00	$6,500.00
Employee Expense Reimbursement	5.0	$14,397.00	72	$12,600.00	$0.00
Inventory	5.0	$38,393.00	144	$25,200.00	$8,000.00
NC Sales Tax Reimbursement	5.0	$7,913.00	16	$2,800.00	$0.00
Project & Grant Accounting	5.0	$23,995.00	112	$19,600.00	$11,000.00
Purchasing	5.0	$67,301.00	328	$57,400.00	$4,500.00
Quatred Asset Scanning Interface	5.0	$3,314.00	40	$7,000.00	$0.00

EXHIBIT A

SaaS

Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion
			One Time Fees		
Quatred Inventory Scanning Interface	5.0	$3,314.00	40	$7,000.00	$0.00
Human Capital Management:					
Human Resources & Talent Management	5.0	$29,309.00	256	$44,800.00	$0.00
Payroll w/ESS	5.0	$52,539.00	672	$117,600.00	$37,000.00
Recruiting	5.0	$8,284.00	92	$16,100.00	$0.00
Revenue:					
Accounts Receivable	5.0	$33,422.00	216	$37,800.00	$0.00
General Billing	5.0	$15,711.00	128	$22,400.00	$0.00
Tyler Cashiering	5.0	$43,992.00	104	$18,200.00	$0.00
Productivity:					
eProcurement	5.0	$26,395.00	16	$2,800.00	$0.00
Munis Analytics & Reporting (SaaS)	5.0	$27,536.00	216	$37,800.00	$0.00
Tyler Content Manager Auto Indexing and Redaction (SE)	5.0	$2,857.00	8	$1,400.00	$0.00
Tyler Content Manager SE	5.0	$42,849.00	64	$11,200.00	$0.00
Tyler Forms Processing	5.0	$11,540.00	0	$0.00	$0.00
Additional:					
CAFR Statement Builder	5.0	$19,996.00	64	$11,200.00	$0.00
Sub-Total:		$811,336.00		$604,800.00	$94,400.00
Less Discount:		*$81,134.00*		*$0.00*	*$0.00*
TOTAL:		**$730,202.00**	**3456**	**$604,800.00**	**$94,400.00**

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
50% of Dedicated Project Manager (Monthly)	18	$12,000.00	$0.00	$216,000.00
Business Process Consulting - Accounts Payable	1	$21,000.00	$0.00	$21,000.00
Business Process Consulting - Budget	1	$21,000.00	$0.00	$21,000.00
Business Process Consulting - Bid Management	1	$14,000.00	$0.00	$14,000.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Business Process Consulting - General Ledger	1	$21,000.00	$0.00	$21,000.00
Business Process Consulting - HR Management	1	$31,500.00	$0.00	$31,500.00
Business Process Consulting - Purchasing & Requisitions	1	$21,000.00	$0.00	$21,000.00
Business Process Consulting - Payroll	1	$31,500.00	$0.00	$31,500.00
Change Management Guidance	1	$25,000.00	$0.00	$25,000.00
Custom Report Writing	240	$175.00	$0.00	$42,000.00
Integration Lead	240	$175.00	$0.00	$42,000.00
Post Go Live Stabilization - Financials	480	$175.00	$0.00	$84,000.00
Post Go Live Stabilization - Payroll/HCM	480	$175.00	$0.00	$84,000.00
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	$2,000.00	$0.00	$2,000.00
Tyler Forms Library - Personnel Action	1	$1,800.00	$0.00	$1,800.00
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:				**$670,700.00**

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Quatred Professional Services	1	$9,500.00	$0.00	$9,500.00	$0.00	$0.00	$0.00
Quatred QUICK Fixed Asset Starter Kit	1	$6,998.00	$0.00	$6,998.00	$0.00	$0.00	$0.00
Quatred QUICK Inventory Starter Kit	1	$6,998.00	$0.00	$6,998.00	$0.00	$0.00	$0.00
Tyler Secure Signature System with 2 Keys	1	$1,650.00	$0.00	$1,650.00	$0.00	$0.00	$0.00
3rd Party Hardware Sub-Total:			*$0.00*	*$15,646.00*			*$0.00*
3rd Party Services Sub-Total:			*$0.00*	*$9,500.00*			*$0.00*
TOTAL:				**$25,146.00**			**$0.00**

Summary	One Time Fees	Recurring Fees
Total SaaS	$0.00	$730,202.00
Total Tyler Software	$0.00	$0.00
Total Tyler Services	$1,369,900.00	$0.00
Total 3rd Party Hardware, Software and Services	$25,146.00	$0.00
Summary Total	**$1,395,046.00**	**$730,202.00**
Contract Total (Excluding Estimated Travel Expenses)	**$5,046,056.00**	
Estimated Travel Expenses	**$404,790.00**	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting - Actuals up to 3 years	$3,500.00	$0.00	$3,500.00
Accounting - Budgets up to 3 years	$3,500.00	$0.00	$3,500.00
Accounting Standard COA	$4,000.00	$0.00	$4,000.00
Accounts Payable - Checks up to 5 years	$3,400.00	$0.00	$3,400.00
Accounts Payable - Invoice up to 5 years	$5,000.00	$0.00	$5,000.00
Accounts Payable Standard Master	$3,000.00	$0.00	$3,000.00
Capital Assets Std Master	$5,000.00	$0.00	$5,000.00
Contracts	$6,500.00	$0.00	$6,500.00
Inventory - Commodity Codes	$3,000.00	$0.00	$3,000.00
Inventory Std Master	$5,000.00	$0.00	$5,000.00
Payroll - Accrual Balances	$3,000.00	$0.00	$3,000.00
Payroll - Accumulators up to 5 years	$2,300.00	$0.00	$2,300.00
Payroll - Certifications	$3,000.00	$0.00	$3,000.00
Payroll - Check History up to 5 years	$2,800.00	$0.00	$2,800.00
Payroll - Deductions	$3,200.00	$0.00	$3,200.00
Payroll - Earning/Deduction Hist up to 5 years	$4,500.00	$0.00	$4,500.00
Payroll - Education	$3,000.00	$0.00	$3,000.00
Payroll - PM Action History up to 5 years	$3,000.00	$0.00	$3,000.00
Payroll - Position Control	$3,000.00	$0.00	$3,000.00
Payroll - Recruiting	$3,000.00	$0.00	$3,000.00
Payroll - Standard	$3,200.00	$0.00	$3,200.00
Payroll - State Retirement Tables	$3,000.00	$0.00	$3,000.00
Project Grant Accounting - Actuals up to 3 years	$3,500.00	$0.00	$3,500.00
Project Grant Accounting - Budgets up to 3 years	$3,500.00	$0.00	$3,500.00
Project Grant Accounting Standard	$4,000.00	$0.00	$4,000.00
Purchasing - Purchase Orders - Standard Open PO's only	$4,500.00	$0.00	$4,500.00
TOTAL:			**$94,400.00**

Optional Tyler Software & Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
General Billing - Bills up to 5 years - H	$0.00	0	$0.00	$6,000.00	$6,000.00	$0.00
General Billing - Recurring Invoices - H	$0.00	0	$0.00	$5,000.00	$5,000.00	$0.00
General Billing Std CID - H	$0.00	0	$0.00	$2,800.00	$2,800.00	$0.00
TOTAL:	**$0.00**	**0**	**$0.00**	**$13,800.00**	**$13,800.00**	**$0.00**

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
Business Process Consulting - Recruiting	1	$15,750.00	$0.00	$15,750.00
Business Process Consulting - Benefits Enrollment	1	$7,000.00	$0.00	$7,000.00
Business Process Consulting - Contract Management	1	$14,000.00	$0.00	$14,000.00
Business Process Consulting - Employee Expense Reimbursement	1	$14,000.00	$0.00	$14,000.00
Business Process Consulting - Capital Assets	1	$21,000.00	$0.00	$21,000.00
Business Process Consulting - General Billing	1	$31,500.00	$0.00	$31,500.00
Business Process Consulting - Inventory	1	$21,000.00	$0.00	$21,000.00
Business Process Consulting - Miscellaneous Cash	1	$14,000.00	$0.00	$14,000.00
Business Process Consulting - Project/Grant Accounting	1	$31,500.00	$0.00	$31,500.00
Business Process Consulting - Talent Management	1	$15,750.00	$0.00	$15,750.00
Business Process Consulting - Cash Management	1	$21,000.00	$0.00	$21,000.00
TOTAL:				**$206,500.00**

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
General Billing - Bills up to 5 years	$6,000.00	$0.00	$6,000.00
General Billing - Recurring Invoices	$5,000.00	$0.00	$5,000.00
General Billing Std CID	$2,800.00	$0.00	$2,800.00

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
TOTAL:			**$13,800.00**

Optional 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
DELL Cash Station-Complete excluding scanner	1	$4,300.00	$0.00	$4,300.00	$0.00	$0.00	$0.00
Hand Held Scanner Stand	1	$30.00	$0.00	$30.00	$0.00	$0.00	$0.00
ID Tech MiniMag USB Reader	1	$62.00	$0.00	$62.00	$0.00	$0.00	$0.00
PC Optiplex	1	$1,800.00	$0.00	$1,800.00	$0.00	$0.00	$0.00
Quatred Bar Code Printer Kit	1	$995.00	$0.00	$995.00	$0.00	$0.00	$0.00
Standard Cash Station	1	$3,555.00	$0.00	$3,555.00	$0.00	$0.00	$0.00
3rd Party Hardware Sub-Total:			*$0.00*	*$10,742.00*			*$0.00*
TOTAL:				**$10,742.00**			**$0.00**

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

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.

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

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

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

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

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.

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

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

Comments

right to adjust prices accordingly.

Tyler Content Manager SE includes up to 150GB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of $2,500 per TB.

Standard Cash Station includes PC, Housing, Cash Drawer, Receipt Printer and Scanner.

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

The Munis SaaS fees are based on 200 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Quatred QUICK Inventory Starter Kit: QUICK Inventory Software, NX4 Rugged Mobile Scanning Device with 1D Imager, CDMA, WLAN, Bluetooth, GPS, Camera, Numeric Keypad, WEH 6.5 OS, Cradle, Spare battery, Power supply. Standard 1 year manufacturer's warranty. Includes: 1 year phone support & softwaree upgrades, up to 4 hours of remote install/training via TeamViewer. Software support and upgrades renewal for QUICK Inventory - after the first year, billed by Quatred.

Quatred QUICK Fixed Asset Starter Kit: QUICK Fixed Asset Software, NX4 Rugged Mobile Scanning Device with 1D Imager, CDMA, WLAN, Bluetooth, GPS, Camera, Numeric Keypad, WEH 6.5 OS, Cradle, Spare battery, Power supply, with Standard 1 year manufacturer's warranty. Includes: 1 year phone support & software upgrades, up to 4 hours of remote install/training via TeamViewer. Software support and upgrades renewal for QUICK Fixed Asset - after the first year, billed by Quatred.

Quatred Professional Services -- Multi Product: 4 days onsite installation, configuration and training. Includes travel and living.

Additional required hardware will be purchased by the client directly through Quatred.

Quatred Inventory and Asset Bundle includes QUICK Integration Software component - MI Mobile Inventory (Unlimited Number of Devices), QUICK Integration Software component - MA Mobile Asset Inventory (Unlimited Number of Devices), Zebra Designer Pro Barcode Label Design Software (Label Design Application), Quick Annual Maintenance -- Mobile Asset Inventory, X4 Wireless Mobile Computer with Accessories & 3 Year Extended Maintenance, GK420t Direct Thermal-Thermal Transfer Printer with Supplies & 3 Yted separately by Quatred based on best fare available) and Freight Expenses.

Quatred RFID Asset Bundle includes Quick Integration Software component - MA Mobile Asset Inventory (Unlimited Number of Devices), Zebra Designer Pro Barcode Label Design Software (Label Design Application), Quick Annual Maintenance -- Mobile Asset Inventory, MC9190Z Wireless RFID Mobile Computer with Accessories & 3 Year Extended Maintenance, Single Module Implementation (hardware/software installation, configuration, training), Single Module Business Travel Expenses + Airfare (which will be quoted separately by Quatred based on best fare available) and Freight Expenses.

Exhibit B
Invoicing and Payment Policy

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

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

1. SaaS Fees. SaaS Fees are invoiced on a quarterly basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary but shall be invoiced as follows:

   - Year 1: $650,000.00 (quarterly payment of $162,500.00)
   - Year 2: $650,000.00 (quarterly payment of $162,500.00)
   - Year 3: $783,670.00 (quarterly payment of $195,917.50)
   - Year 4: $783,670.00 (quarterly payment of $195,917.50)
   - Year 5: $783,670.00 (quarterly payment of $195,917.50)

   Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.2 *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. Notwithstanding the foregoing, services for the first year, along with applicable expenses, shall be invoiced as follows:
   2.2.1 Ten Percent (10%) of the total Tyler Services fees, as set forth in the Investment Summary as of the Effective Date, shall be invoiced on the Effective Date;
   2.2.2 On July 01, 2019, Tyler shall invoice Client for all Tyler Services performed to date, less the ten percent pre-paid pursuant to Section 2.2.1 above.
   2.2.3 All services provided after July 01, 2019 shall be invoiced as provided and/or incurred.

   2.3 *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 Best Practice Recommendations, 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.

2.4 *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.

2.5 *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 this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.7 *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. <u>Third Party Products</u>.

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

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

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

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

4. <u>Expenses</u>. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this 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

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

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

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

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

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

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

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

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

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

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

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

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

III. Service Availability

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

a. Your Responsibilities

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

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

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

b. Our Responsibilities

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

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

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

c. Client Relief

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

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

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

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

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

IV. Applicability

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

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

V. Force Majeure

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

Exhibit C
Schedule 1
Support Call Process

Support Channels

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

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

Incident Escalation

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

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

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

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

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

Remote Support Tool

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

Exhibit D
DocOrigin End User License Agreement

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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DocOrigin

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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.

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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 D
Quatred End User License Agreement

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Quatred End User License Agreement (EULA)

OWNERSHIP OF QUICK® SOFTWARE

You acknowledge and agree that all of the computer programs and associated documentation regarding QUICK® software (collectively, the "Software") are owned exclusively by Quatred, LLC. You agree that the price paid by you for the Software is a license fee granting you only the rights set forth in this License Agreement.

LICENSE

Subject to the provisions of this Agreement, Quatred, LLC grants to you, and you accept, a perpetual, irrevocable, royalty-free, non-exclusive, license to use the Software, in machine-readable, object code form only. You agree to use the Software only as authorized in this License Agreement. This License Agreement does not convey to you any ownership rights or any other interest in the Software.

SCOPE OF LICENSE

Even though the Software represents all of the computer programs and associated documentation regarding QUICK® software (collectively, the "Software"), there are two distinct components of the software that are licensed:

1) Web services component - This component runs on a designated web application server and manages communications between mobile computers and a selected back end host system. **The Web services component is licensed to be installed and utilized only on web application servers owned, leased, rented and/or operated by you.**
2) Mobile computer component - This component runs on mobile computers and is the user interface for integration to a selected back end host system. **The Mobile computer component is licensed to be installed and used on mobile computers owned, leased, rented and/or operated by you.**

You may not copy or make any changes or modifications to the Software, and you may not translate, decompile, disassemble, or otherwise reverse engineer the computer program(s). You may not lend, rent, lease or sublicense the Software or any copy to others for any purpose. You agree to use all reasonable efforts to protect the Software from unauthorized use, modification, reproduction, distribution or publication. You are not permitted to make any uses or copies of the Software that are not specifically authorized by the terms of this License Agreement, and Quatred, LLC reserves all rights that are not expressly granted to you. Your adherence to this License Agreement will allow Quatred, LLC to continue developing innovative and useful products and providing a high level of customer service and support.

TERM

This license will become effective on the date you acquire the Software and will remain in force until terminated. You may terminate the license at any time by removing the Software from your computer(s) and destroying the original Software and all copies. This license will automatically terminate if you breach any of the terms or conditions set out in this License Agreement. You agree to remove the Software from your computer(s), and either to destroy the original Software and all copies of the Software or to return the Software to Quatred, LLC, upon termination of this license for any reason.

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Provided the Software has not been installed on a computer(s), you may transfer your license of the Software to another party by transferring the original program media and all applicable documentation, including the original of this License Agreement, to the recipient, who agrees to the terms of this Agreement. All other copies of the Software must be deleted and/or destroyed. Any transfer of possession of the Software terminates your license and all associated benefits under this License Agreement. You must notify Quatred, LLC in writing or by email of such transfer.

You may not transfer your license to another party once you have installed the software on a computer(s).

You may not transfer your license to another party by selling or transferring ownership of the computer(s) on which the Software is installed. The Software must first be uninstalled from any computer(s) on which the Software is installed before transferring ownership of the computer(s). Your software license is terminated upon sale or transfer of the computer(s) on which the Software is installed.

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You may make one copy of this Software solely for backup or archival purposes.

LIMITED WARRANTY

Quatred, LLC warrants the physical program media to be free from, defects for a period of 90 days from the date of your purchase. If you notify Quatred, LLC of defects during the warranty period, Quatred, LLC will replace the defective program media or, at its option, refund the purchase price. Your remedy for breach of this warranty shall be limited to replacement or refund and shall not encompass any other damages. No dealer, distributor, agent or employee of Quatred, LLC is authorized to make any modification or addition to the warranty and remedies stated above.

Quatred, LLC specifically disclaims all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Quatred, LLC does not provide any warranty as to the operation of the software or its fitness for any particular application, use or purpose.

LIMITATIONS OF LIABILITY AND REMEDIES

In no event shall Quatred, LLC or its licensors be liable for any loss of profit or any other commercial damage, including but not limited to special, incidental, consequential, punitive or other damages, even if Quatred, LLC or its licensors are advised, in advance, of the possibility of such damages. In no event shall the liability of Quatred, LLC or its licensors exceed the purchase price paid for the Software.

OTHER TERMS AND CONDITIONS

You agree to install this software ONLY on a computer(s) that you own or on a computer which you have been given explicit permission to install. You agree to NOT install this software on any computer(s) you do not own or on any computer you have not been given explicit permission to install.

Exhibit E
Statement of Work

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EXHIBIT E

Statement of Work

Tyler Technologies

Prepared for:

Guilford County
PO Box 3427, Greensboro, NC 27402-3427

Prepared by:

Ginger Hain
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Tyler Technologies, Inc.
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Revised: 11/13/2018

Table of Contents

1 Executive Summary

1.1 Project Overview

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

The Project goals are to offer Guilford County the opportunity to make the County more accessible and responsive to external and internal customer needs and more efficient in its operations through:

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

1.2 Product Summary

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

[PRODUCT]	[APPLICATION]
Munis	Financial Management
Munis	CAFR Reporting
Munis	Human Capital Management
Munis	Accounts Receivable and Collections
Munis	Tyler Reporting Services
Munis	Document Management

1.3 Project Timeline

The project timeline establishes a start and end date for each Phase of the Project. The timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements. As stated in Section 5.1, Tyler will develop a project plan consistent with the timeline identified below.

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

Phase	Functional Area	Modules	Start Date	Go-Live Date
1a	**Financials**	• Accounting/GL/BG/AP • Bid Management • Cash Management • Contract Management • Employee Expense Reimbursement • Inventory • NC Sales Tax Reimbursement • Project & Grant Accounting • Purchasing • Capital Assets • Inventory • Quartred Asset Scanning Interface • Quatred Inventory Scanning Interface • Accounts Receivable • General Billing • eProcurement • **Tyler Cashiering** • CAFR Statement Builder[1]	April 2019	June 2020, or as otherwise agreed to in the project plan
1b	**Financials**	• Post Live Stabilization	June 2020, or as otherwise agreed to in the project plan	August 2020, or as otherwise agreed to in the project plan
2a	**Payroll & Human Resources**	• Human Resources & Talent Management • Payroll w/ESS • Recruiting	October 2019, or as otherwise agreed to in the project plan	July 2020, or as otherwise agreed to in the project plan
2b	**Payroll & Human Resources**	• Post Live Stabilization	July 2020, or as otherwise agreed to in the project plan	Sept 2020, or as otherwise agreed to in the project plan
Cross	**Productivity**	• Munis Analytics & Reporting • Tyler Content Manager SE • Tyler Content Manager Auto Indexing and Redaction	With each phase	With each phase

[1] Implemented once Financials is Live.

Phase	Functional Area	Modules	Start Date	Go-Live Date
		• Tyler Forms Processing • Custom Report Writing • Munis Analytics & Reporting • Munis Admin & Security • Change Management Guidance		

1.4 Project Methodology Overview

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

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

2 Project Governance

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

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

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

2.1 Client Governance

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

2.1.1 Client Project Manager

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

2.1.2 Steering Committee

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

2.1.3 Executive Sponsor(s)

The County's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final County on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the County steering committee, project manager(s), and functional leads to make critical business decisions for the County.

Provides clear direction for the Project and how it applies to the organization's overall strategy
Champions the Project at the executive level to secure buy-in
Authorizes required Project Resources
Resolves all decisions and/or issues not resolved at the County Steering Committee level as part of the escalation process
Actively participates in Organizational Change Communications

2.1.4 County Functional Leads

The Project Lead Team will be composed of subject matter experts and technical staff, who will:

- Identify mapping and data requirements.
- Review and validate functional and technical requirements.
- Participate in development meetings.
- Responsible for sign-off of the functional area including form design and validation
- Make recommendations and assist in the development of policies and procedures for best practice business processes.
- Assist GFOA with documenting current County processes.
- Identifies potential opportunities for improvement.
- Assists the ERP Project with change management by serving as "project champions" within their department.
- Participate in design, configuration, testing, documentation and other project activities during system reviews, testing and implementation.

2.1.5 County Power Users

Participate in Project activities as required by the Project team and Project Manager(s)
Provide subject matter expertise on County business processes and requirements
Act as Subject Matter Experts and attending current/future state and Validation sessions as needed
Attend all scheduled training sessions
Participate in all required post-training processes as needed throughout Project
Participate in conversion Validation
Test all Application configuration to ensure it satisfies business process requirements
Become Application experts
Participate in User Acceptance Testing
Adopt and support changed procedures
Complete all Deliverables by the due dates defined in the Project schedule

Demonstrate competency with Tyler products processing prior to Production Cutover
Provide knowledge transfer to County staff during and after implementation, as necessary

2.1.6 County End Users

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

2.1.7 County Technical Support

Coordinates updates and releases with Tyler as needed
Coordinates the copying of source databases to training/testing databases as needed for training days
Extracts and transmits conversion data and control reports from County's Legacy System per the conversion schedule set forth in the Project schedule
Coordinates and adds new users and printers and other Peripherals as needed
Validates all users understand log-on process and have necessary permission for all training sessions
Coordinates Interface development for County 3rd party Data Exchanges.
Develops or assists in creating Reports as needed
Ensures onsite system hardware meets specifications provided by Tyler
Assists with software deployment as needed

2.1.8 County Upgrade Coordinator

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

2.1.9 County Project Toolset Coordinator

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

2.1.10 County Change Management Lead

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

2.2 Tyler Governance

The individuals filling each role will be identified in a project team list with contact information in the Client SharePoint site during the Planning Phase:

2.2.1 Tyler Project Manager

The Part Time Dedicated Tyler Project Manager has direct involvement with the Project and coordinates Project team members, implementation consultants, the overall implementation schedule, and serves as the primary point of contact with the Authority. The Tyler Project Manager provides regular updates to the Authority's Project Manager and other Tyler governance members.

Contract Management

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

Planning

- Update and deliver Implementation Management Plan
- Defines Project tasks and resource requirements
- Develops initial and full-scale Project schedule with Functional Project Managers
- Collaborates with Authority Project Manager(s) to plan and schedule Project timelines to achieve on-time implementation

Risk Management

- Monitors and maintains risk register with Authority Project Manager
- Proactively notifies Authority as risks change or begin to develop
- Provides guidance to Authority on methods for handling risks

Project Reporting

- Accumulates project status reports from functional Project Managers and delivers combined status report
- Provides single project budget and reconciliation report

- Monitors and reports on project issues

2.2.2 Functional Tyler Project Manager

The Functional Tyler project Managers have direct involvement with the Project and coordinate Project team members, implementation consultants, their phase's implementation schedule, and serve as the primary point of contact with the Authority when the Dedicated Project Manager is not available. The Functional Tyler Project Managers provide regular updates to the Dedicated Project Manager for inclusion in the overall Project Status Report. Functional Project Managers will be assigned for Munis for each functional area.

Implementation Management

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

Team Management

- Acts as liaison between project team and Tyler manager(s)
- Identifies and coordinates all Tyler resources across all modules, Phases, and activities including development, conversions, Forms, Installation, Reporting, implementation, and billing
- Provides direction and support to Project team
- Builds partnerships among the various stakeholders, negotiating authority to move the Project forward
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover checklist
- Assesses team performance and adjusts as necessary
- Coordinates with in Scope third party providers to align activities with ongoing Project tasks

2.2.3 Tyler Implementation Management

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

2.2.4 Tyler Executive Management

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

2.2.5 Change Management Consultants

Tyler Change Management Consultants have direct involvement with the Project and are part of the Tyler escalation process. These team members offer additional support to the Project team and collaborate with other Tyler team members, as needed, in order to escalate and facilitate implementation Project activities and decisions.

Provides clear direction to the Authority on the establishment of Change Management and related Communication strategies
Provides training on Change Management coaching concepts and methodologies
Helps Authority learn to develop resistance assessment tools and management skills
Provides and reviews the Change Management tools and plans to guide the Authority on Change Management activities
Conducts conference calls to review progress during the project per Self Service Change Management scope
Documents activities for onsite services performed by Tyler
Follows up on issues identified during sessions
Keeps Tyler Project Manager(s) proactively apprised of 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.

2.2.6 Tyler Implementation Consultants

Tyler Implementation Consultants have direct involvement with the Project and are part of the Tyler escalation process. These team members offer additional support to the Project team and collaborate with other Tyler team members, as needed, in order to escalate and facilitate implementation Project tasks and decisions.

- Completes tasks as assigned by the Tyler Project Manager(s)
- Performs problem solving and troubleshooting
- Follows up on issues identified during sessions
- Documents activities for onsite services performed by Tyler
- Provides conversion Validation and error resolution assistance
- Recommends guidance for testing Forms and Reports
- Tests software functionality with the Authority following configuration
- Assists during Cutover process and provides production support until the Authority transitions to Tyler Support
- Provides product related education
- Effectively facilitates training sessions and discussions with Authority 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 Authority's designated trainers for End Users
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project schedule
- Keeps Tyler Project Manager(s) proactively apprised of 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

2.2.7 Tyler Sales

Provide sales background information to implementation during Project Initiation
Support sales transition to implementation
Provide historical information, as needed, throughout implementation

2.2.8 Tyler Software Support

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

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The County shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the County does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the County does not agree the particular Deliverable or Control Point meets requirements, the County shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The County shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the County does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- The County has the ability allocate additional internal resources if needed. The County also ensures the alignment of their budget and Scope expectations.
- The County and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and County provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the County project manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the County project manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- County users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The County is responsible for making decisions based on the options available.
- In the event the County may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the County's responsibility to define, document, and implement.
- The County makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.
- The County will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

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

3.3 Data Exchanges, Modifications, Forms and Reports

- The County ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler standard Data Exchange tools may not be available.
- The County is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Request process.

3.4 Hardware and Software

- Tyler will initially Install the most current generally available version of the purchased Tyler software.
- The County will provide network access for Tyler modules, printers, and Internet access to all applicable County and Tyler project staff.
- The County has in place all hardware, software, and technical infrastructure necessary to support the Project.

- The County's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the County does not meet minimum standards of Tyler's published specifications.

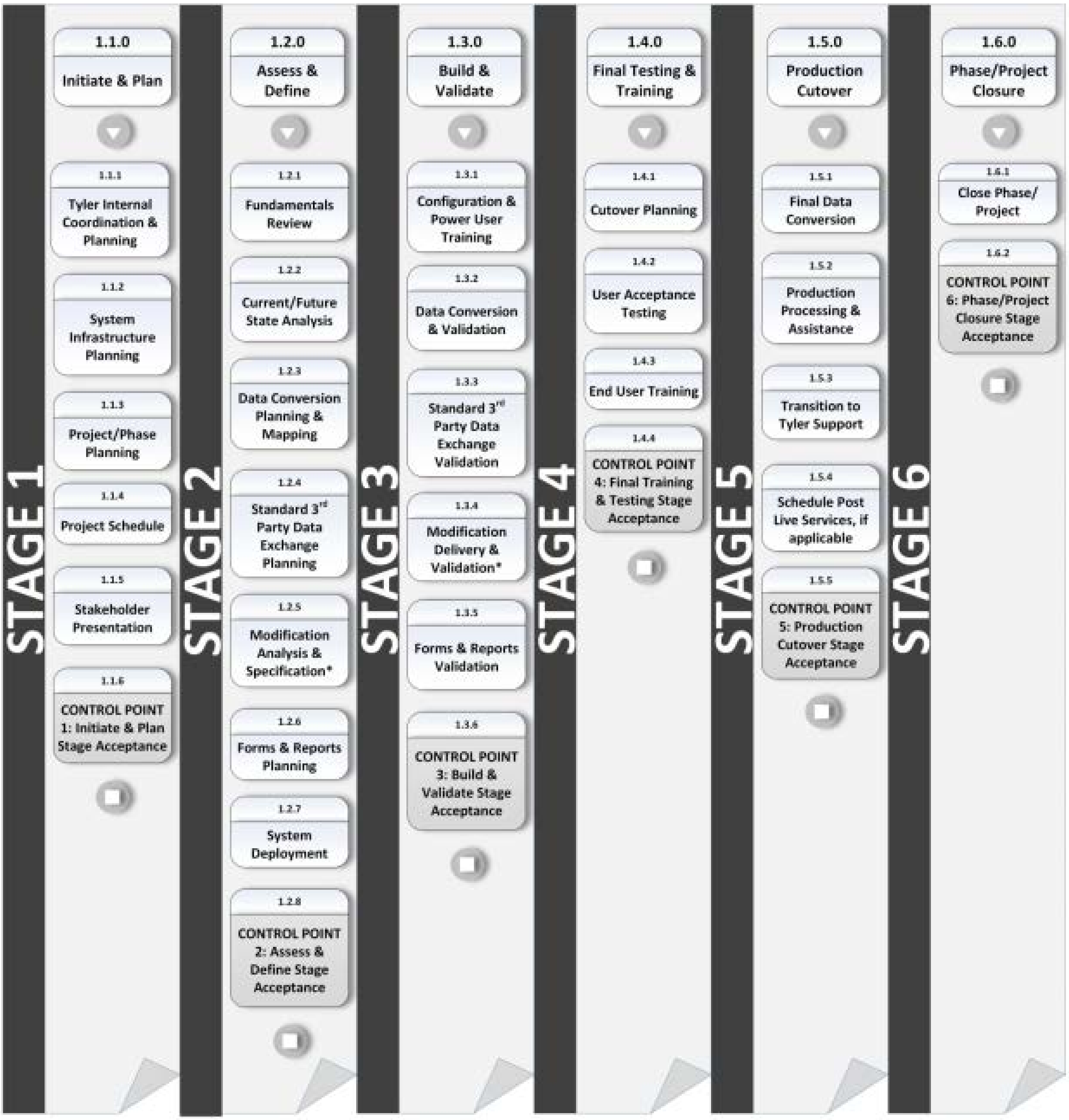
3.5 Education

- Throughout the Project lifecycle, the County provides a training room for Tyler staff to transfer knowledge to the County's resources, for both onsite and remote sessions. The County will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the County will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The County determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The County provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a County provided projector, allowing all attendees the ability to actively engage in the training session.
- The County testing database contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.
- The County is responsible for verifying the performance of the Modification as defined by the specification.
- Users performing user acceptance testing (UAT) have attended all applicable training sessions prior to performing UAT.

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

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



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

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

4.2.1 Tyler Internal Coordination & Planning

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

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

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

4.2.2 System Infrastructure Planning

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

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

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

4.2.3 Project/Phase Planning

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

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

STAGE 1	Project/Phase Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Change Management	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver baseline implementation management plan		A	R									C	C	I						
Review and mutually develop customized Management Plans		A	R	I							C	C	C	C	I					

4.2.4 Project Schedule

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

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

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

4.2.5 Stakeholder Presentation

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

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

STAGE 1	Stakeholder Presentation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Change Management	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
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		

4.2.6 Change Management Assessment

Tyler's Change Management Consultant assigns the Authority's assigned Change Management Lead to conduct an assessment of departmental culture and change management capacity after conducting a brief introductory phone session to explain the purpose and approach. Tyler provides the survey tool and content and the Authority manages the internal communications, coordination, and participation. The survey results drive analysis and strategy plans for the Authority.

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

Responsible – Who is completing the task.
Accountable – Who is making decisions and taking actions on the task(s).
Consulted – Who will be communicated with regarding decisions and tasks.
Informed – Who will be updated on decisions and actions during the project.

STAGE 1	Change Management Assessment																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Change Management	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct Introductory Phone Call		A	I				R					I		C						
Provide survey tool and content		A	C				R					I		I						
Conduct internal communications to ensure staff participation in survey							I				A	C	C	R		C	I			
Complete survey							I				A	R	C	C	C	C	C			
Evaluate survey results		A	I				R				I	I		C						

4.2.7 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

4.2.7.1 Initiate & Plan Stage Deliverables

Implementation Management Plan

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

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

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

Change Management Assessment (DED-CM1)
Objective: Provide a survey tool with content that allows the Authority's employees to easily respond to questions that indicate their resistance to change and insight into the organization's culture
Scope: Survey with questions and multiple-choice answers
Acceptance criteria: Authority acceptance of assessment is based on delivery of operational survey.

4.2.7.2 Initiate & Plan Stage Acceptance Criteria

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

4.3 Assess & Define (Stage 2)

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

4.3.1 Fundamentals Review

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

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

STAGE 2	Fundamentals Review																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Change Management	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
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					

4.3.2 Current/Future State Analysis

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

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Responsible – Who is completing the task.
Accountable – Who is making decisions and taking actions on the task(s).
Consulted – Who will be communicated with regarding decisions and tasks.
Informed – Who will be updated on decisions and actions during the project.

STAGE 2	Current/Future State Analysis																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Import/Export Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the Authority, 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 and Munis best practices			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			A	R								I	C	I	C					
Create Requirements Traceability Matrix (DED-16)			A	R								I	C							
Ensure Requirements Traceability Matrix and analysis agendas cover all required topics			A	R								I	C							

Update Requirements Traceability Matrix with initial decisions			A	R								I	C							

4.3.3 Change Management Fundamentals Review

Tyler Consultant will prepare Authority's Change Management Functional Leads with an understanding of the key elements in successful change management and preparing them to facilitate change management in their organization. This session is performed onsite as a precursor to the Change Management Analysis and Strategy session.

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Responsible – Who is completing the task.
Accountable – Who is making decisions and taking actions on the task(s).
Consulted – Who will be communicated with regarding decisions and tasks.
Informed – Who will be updated on decisions and actions during the project.

STAGE 2	Change Management Fundamentals Review																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Change Management	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct review of key elements in successful change management practice			A				R					C		I						
Begin preparation of Functional Leads for facilitating change in the Authority			A				R					C		I						

4.3.4 Change Management Analysis & Strategy Presentation

Tyler Consultant will lead an onsite session to understand the Authority's unique challenges in adopting and reinforcing process change, reviewing the survey results and asking additional questions to gain insight and clarification. Presentation of the Change Management Plan and PowerPoint presentation of strategies based on latest benchmarking strategies from Prosci® Research.

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Responsible – Who is completing the task.
Accountable – Who is making decisions and taking actions on the task(s).
Consulted – Who will be communicated with regarding decisions and tasks.
Informed – Who will be updated on decisions and actions during the project.

STAGE 2	Change Management Analysis & Strategy Presentation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Change Management	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review survey results and conduct additional analysis, as needed			A				R			I	I	I	I	C						
Develop and present Change Management Plan (DED-CM2) based on survey results			A				R			I	I	I	I	C						
Develop and present MS PowerPoint of Change Management recommendations and strategies			A				R			I	I	I	I	C						
Determine which strategies will be adopted			I				C			C	C	A	I	R						
Present Change Management Toolset (DED-CM3) – Executive Playbook – Resistance Management Plan – Business Procedural Change Plan			A				R			I	I	I		C						

4.3.5 Data Conversion Planning & Mapping

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

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

STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Change Management	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system with Tyler Assistance			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		

4.3.6 Standard 3rd Party Data Exchange Planning

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

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

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

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STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Change Management	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

4.3.7 Modification Analysis & Specification, if contracted

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

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

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

STAGE 2	Modification Analysis & Specification, if contracted																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted modified program requirements			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		

4.3.8 Forms & Reports Planning

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

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

STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Change Management	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review 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, newly identified reporting tasks to Project schedule		A	R	I		C						C	I		I			I		

4.3.9 System Deployment

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

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

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

4.3.10 Control Point 2: Assess & Define Stage Acceptance

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

4.3.10.1 Assess & Define Stage Deliverables

Completed analysis Questionnaire

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

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

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

Modification specification documents, if contracted

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

Scope: Design solution for Modification.

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

Completed Forms options and/or packages

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

Scope: Complete Forms package(s) included in agreement and identify Report 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, unless the County is hosted.

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

Change Management Plan

Objective: Define a plan for conducting Change Management activities to achieve successful change adoption

Scope: Tyler will deliver a Word document containing analysis findings, recommendations, Prosci® benchmarking strategies, and the PowerPoint presentation

Acceptance criteria: Authority acceptance of Plan based on thoroughness and accuracy of presenting findings and appropriate recommendations.

Change Management Toolset

Objective: Provide tools to facilitate Executive communications, manage resistance and reinforce organizational change

Scope: Tyler will deliver three (3) tools:

- Executive Playbook – provides guidance to the Project Sponsor for critical communications throughout the project
- Resistance Management Plan – provides guidance to help mitigate potential user resistance and increase acceptance and adoption of new policies and procedures
- Business Procedural Change Plan - management tool to help build awareness of business changes and alert users to changes prior to end user training.

Acceptance criteria: Authority acceptance of Toolset based on delivery of tools, free of formatting and spelling errors.

4.3.10.2 Assess & Define Stage Acceptance Criteria

Tyler software is Installed
Fundamentals Review is complete
Change Management Fundamentals Review is complete
Required Form information complete and provided to Tyler
Current/Future state analysis completed; Questionnaires delivered and reviewed
Requirements Traceability Matrix populated
Change Management Analysis & Strategy Presentation is complete
Data conversion mapping and extractions completed and provided to Tyler
Change Management Plan delivered
Change Management Toolset delivered

4.4 Build & Validate (Stage 3)

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

4.4.1 Configuration & Power User Training

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

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

STAGE 3	Configuration & Power User Training																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Import/Export Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train configuration			A	R								I	C		I					
Perform configuration			A	C								I	C		R					
Power User process and Validation training			A	R								I	C	I	C				I	
Customize System Design Validation Test Scripts			A	R								I	C		C					
Prepare test database for System Design Validation Test			A	R								I	C		C			C		
Perform System Design Validation Test			A	R								I	C		C					
Participate in System Design Validation Test and make process decisions			I	C								A	R		C					
Continue validating configuration			I	C								A	C		R			C		
Update Requirements Traceability Matrix			A	R								I	C		C					

Finalize Requirements Traceability Matrix			I	C								I	R		C					

4.4.1 Change Management Coach Training

Onsite training of selected staff to understand and engage in organizational project change, develop competencies to become effective Change Management Coaches by introducing, managing and reinforcing project change with staff. Training sessions are delivered onsite as follows:

Division Heads/Department Heads (abbreviated session)
Managers/Supervisors of impacted employees
Sessions are 3 hours in length
25 attendees per session
The Tyler Change Management coaching strategy educates the attendees in human change theory, change psychology concepts, resistance management strategy and support of individuals as they face a behavior change using the Tyler Change Management Model – Building blocks of Success.

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Responsible – Who is completing the task.
Accountable – Who is making decisions and taking actions on the task(s).
Consulted – Who will be communicated with regarding decisions and tasks.
Informed – Who will be updated on decisions and actions during the project

STAGE 3	Change Management Coach Training																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Change Management	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train selected Authority staff to become Change Management Coaches			A				R				I	I	I	C		I				
Communicate requirement to attend session			C				C				A	R	I	C		I				
Attend sessions and learn Change Management coaching			I				C			I	I	A	R	C		R				

4.4.2 Data Conversion & Validation

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

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STAGE 3	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Change Management	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		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		

4.4.3 Standard 3rd Party Data Exchange Validation

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

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

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

4.4.4 Modification Delivery & Validation, if contracted

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

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

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

4.4.5 Forms & Reports Validation

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

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

STAGE 3	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Change Management	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard Forms & Report Training			A	R								I	C		C			I		
Test Standard Forms & Reports			I	C		C						A	C		R			C		

tyler technologies

4.4.6 Control Point 3: Build & Validate Stage Acceptance

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

4.4.6.1 Build & Validate Stage Deliverables

Initial data conversion
- Objective: Convert Legacy System data into Tyler system.
- Scope: Data conversion program complete; deliver converted data for review.
- Acceptance criteria: Initial error log available for review.

Data conversion verification document
- Objective: Provide instructions to the County to verify converted data for accuracy.
- Scope: Provide self-guided instructions to verify specific data components in Tyler system.
- Acceptance criteria: County accepts data conversion delivery; County completes data issues log.

Installation of Modifications on the County's server(s) *except for hosted Clients
- Objective: Deliver Modification(s) in Tyler software.
- Scope: Program for Modification is complete and available in Tyler software, Modification testing.
- Acceptance criteria: Delivery of Modification(s) results in objectives described in the County-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.

4.4.6.2 Build & Validate Stage Acceptance Criteria

Change Management Coach training completed
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.
Modifications delivered and available for testing in Stage 4.
The County and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

4.5 Final Testing & Training (Stage 4)

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

4.5.1 Cutover Planning

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

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

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

4.5.2 Parallel Testing

The Authority and Tyler Project Manager(s) will develop a parallel test scenario for Payroll/HR and Utility Billing only, using a previous pay cycle and duplicate the cycle in Munis. Tyler will lead the initial parallel process, helping to identify and correct discrepancies, modifying set up (if needed), and review solutions for each issue with Functional Leads. An acceptable tolerance for discrepancies will be agreed upon, based on rounding differences, potential legacy system calculation errors, and other minor differences. The Authority will continue to perform parallel testing until all errors not meeting the accepted tolerance have been resolved.

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

Responsible – Who is completing the task.

Accountable – Who is making decisions and taking actions on the task(s).
Consulted – Who will be communicated with regarding decisions and tasks.
Informed – Who will be updated on decisions and actions during the project.

STAGE 4	Parallel Testing (PR/HR Only)																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Import/Export Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Define Parallel Cycle			R	C								A	R		I					
Prepare database for first Parallel Test			A	R								I	C		R			R		
Lead first parallel processing			A	R								I	C		C					
Participate in first parallel processing			C	C								A	C		R					
Validate first parallel performance			A	R								I	C		R					
Make corrections from first parallel			I	C								A	R		R					
Prepare database for subsequent Parallel Tests			I	C								A	C		R			R		
Lead subsequent parallel processing			I	I								A	C		R					
Participate in subsequent parallel processing			I	C								A	C		R					
Validate subsequent parallel performance			I	I								A	C		R					
Make corrections from subsequent parallels			I	I								A	C		R					

4.5.3 User Acceptance Testing (UAT)

The County performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

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

STAGE 4	User Acceptance Testing (UAT)																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Import/Export Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
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		
Grant Conditional Acceptance			I							A	R	C								

4.5.4 End User Training

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

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

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

STAGE 4	Tyler Internal Coordination & Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Change Management	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct 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	

4.5.5 Control Point 4: Final Testing & Training Stage Acceptance

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

4.5.5.1 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.

4.5.5.2 Final Testing & Training Stage Acceptance Criteria

Production Cutover Checklist delivered and reviewed.
Modification(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.

4.6 Production Cutover (Stage 5)

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

4.6.1 Final Data Conversion, if applicable

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

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

STAGE 5	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Change Management	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						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		

4.6.2 Production Processing & Assistance

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

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

STAGE 5	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Change Management	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production cutover assistance			A	R				C				I	C	C	C	C	C	C		

4.6.3 Transition to Tyler Support

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

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

STAGE 5	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Change Management	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			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

4.6.4 Schedule Post-Production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler project manager(s) collaborate with County project manager(s) to identify needs.

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

STAGE 5	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Change Management	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics		A	R	I								C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

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

4.6.5.1 Production Cutover Stage Deliverables

Final data conversion, if applicable

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

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

Acceptance criteria: Data is available in production environment.

Support transition documents

Objective: Define strategy for on-going Tyler support.

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

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

4.6.5.2 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.

4.7 Phase/Project Closure (Stage 6)

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

4.7.1 Change Management After-Action Review

Tyler conducts an offsite Phase post-live audit of Change Management effectiveness, lessons learned and desired adjustments for subsequent phases. Project phase closure strategy should include recognition of success, lessons learned, appreciation of project work and transferring ownership of the change to the organization. After-action review occurs within 30-45 days of Phase 1 Go-Live.

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

Responsible – Who is completing the task.
Accountable – Who is making decisions and taking actions on the task(s).
Consulted – Who will be communicated with regarding decisions and tasks.
Informed – Who will be updated on decisions and actions during the project.

STAGE 6	Change Management After-Action Review																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Change Management	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct post-live audit of Change Management effectiveness			A				R					C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

4.7.2 Close Phase/Project

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

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

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

4.7.3 Control Point 6: Phase/Project Closure Stage Acceptance

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

4.7.3.1 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.

4.7.3.2 Phase/Project Closure Stage Acceptance Criteria

Change Management After Action Review has been completed.
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.

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

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

5.1.1 Tyler Executive Management

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

5.1.2 Tyler Implementation Management

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

5.1.3 Tyler Project Manager

The part time Tyler project manager (50%) provides oversight of the Project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items.

PM Service Description	50% Dedicated PM
Onsite kickoff & planning	Yes
SharePoint Project Site	Yes
Weekly PM time	20 hrs[1]
Onsite PM time	2 days per month
Status Reviews	Bi-weekly ; weekly approaching go-live
Steering Committee Meetings	Onsite (coinciding with monthly trip)

[1] Including PTO, Tyler-observed holidays and Tyler company meetings

Contract Management

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

Planning

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

Implementation Management

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

Team Management

- Acts as liaison between project team and Tyler manager(s).

Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
Provides direction and support to project team.
Builds partnerships among the various stakeholders, negotiating County to move the Project forward.
Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
Assesses team performance and adjusts as necessary.
Interfaces closely with Tyler developers to coordinate program Modification activities.
Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks.

5.1.4 Tyler Implementation Consultant

Completes tasks as assigned by the Tyler project manager(s).
Performs problem solving and troubleshooting.
Follows up on issues identified during sessions.
Documents activities for on site services performed by Tyler.
Provides conversion Validation and error resolution assistance.
Recommends guidance for testing Forms and Reports.
Tests software functionality with the County following configuration.
Assists during Production Cutover process and provides production support until the County transitions to Tyler Support.
Provides product related education.
Effectively facilitates training sessions and discussions with County and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
Conducts training (configuration, process, conversion Validation) for Power Users and the County's designated trainers for End Users.
Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan.
Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.

5.1.5 Tyler Sales

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

5.1.6 Tyler Software Support

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

5.1.7 Tyler Integration Lead

The Integration Lead is responsible for the following as related to the in scope third party integration:
• Coordinating integration requirement gathering, tracking and documentation for in scope interfaces and integrations
• Reviewing existing functionality to determine if the desired functionality can be provided via an existing interface or in a less expensive fashion
• Integrations test script development and management
• Performing internal quality assurance and help documentation
• Coordination of custom development packages to be loaded into the Tyler system via the Managed Internet Update (MIU) utility
• Coordinating integration testing, issue reporting and resolution.

5.1.8 Tyler Reports/Forms Experts

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

5.2 County Roles and Responsibilities

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

5.2.1 County Executive Sponsor

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

5.2.2 County Steering Committee

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

Has the County to approve or deny changes impacting the following areas:

- Cost
- Scope
- Schedule
- Project Goals
- County Policies

5.2.3 County Project Manager

The County shall assign project manager(s) prior to the start of this Project with overall responsibility and County to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the County project manager(s) do not have the knowledge or County to make decisions, he or she engages the correct resources from County to participate in discussions and make decisions in a timely fashion to avoid Project delays.

Contract Management

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

Planning

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

Implementation Management

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

Team Management

- Acts as liaison between project team and stakeholders.

- Identifies and coordinates all County resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating County to move the Project forward.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to County technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Coordinates in Scope 3rd party providers to align activities with ongoing Project tasks.

5.2.4 County Functional Leads

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

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

5.2.5 County Power Users

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

5.2.6 County End Users

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

5.2.7 County Technical Support

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

5.2.8 County Upgrade Coordinator

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

Obtains department stakeholder sign-offs to upgrade production environment.

5.2.9 County Project Toolset Coordinator

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

5.2.10 County Change Management Lead

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

6 Glossary

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

Install	References the initial installation of software files on client services and preparing the software for use during configuration. The version currently available for general release will always be used during the initial install.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler project manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Project	The Project includes all implementation activity from 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.

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

7 Munis Conversion Summary

7.1 Accounting COA

Chart of Accounts segments, objects, character codes, project codes (if applicable), organization codes (if applicable), control accounts budget rollups, fund attributes, due to/due from accounts
Requires the use of a Tyler provided spreadsheet for design and entry of the data to be converted

7.2 Accounting - Actuals

Summary account balances
Up to 3 years

7.3 Accounting - Budgets

Original budget, budget adjustments, revised budget summaries for accounts
Up to 3 years

7.4 Accounts Payable Master

Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
Multiple remittance addresses
Year-to-date 1099 amounts

7.5 Accounts Payable - Checks

Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
Check detail data including related document and invoice numbers for each check

7.6 Accounts Payable - Invoices

Invoice header data containing general information for the invoice
Invoice detail data containing line-specific information for the invoice

7.7 Capital Assets Master

Asset description, status, acquisition quantity, date and amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice)

7.8 Contracts

Contract header detail with many fields available to convert including fiscal year and period, vendor number, department code, description, enforcement method code, dates for award, approval, entry and expiration, retention information, user-defined type and review codes, status code, user id for entry and approver. Additional fields are also available.
Contract detail including line item account and amount detail

7.9 Inventory 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.

7.10 Inventory – 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

7.11 Payroll

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

7.12 Payroll – Accrual Balances

Employee Accrual Balances including Vacation, Holiday, and other Leave balances
Start of year balance, earned to date, used to date

7.13 Payroll – Accumulators

YTD, QTD, MTD amounts for employee pay and deductions
Needed for mid-calendar-year go-live
May not be needed if converting earnings/deductions history

7.14 Payroll – Certifications

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

7.15 Payroll – Check History

Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

7.16 Payroll - Deductions

Employee Deductions - including employee ID, deduction codes, tax information, and direct deposit information

7.17 Payroll – Earning/Deduction Hist.

Up to 5 years, additional years must be quoted. Earning and deduction history broken down my individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

7.18 Payroll – Education

Codes, for institution, type of degree, and area(s) of study

7.19 Payroll – PM Action History

A variety of Personnel actions, such as job or salary changes and dates these events occurred.

7.20 Payroll – Position Control

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

7.21 Payroll – Recruiting

Application requisition applicant master data, plus applicant references, certifications, education, skills, tests, work history, and interviews

7.22 Payroll – State Retirement Tables

Specific state-required data, plus related service years information, when appropriate
Needed for some states

7.23 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

7.24 Project Grant Accounting - Actuals

Summary project ledger string balances
Up to 3 years

7.25 Project Grant Accounting – Budget

Original project ledger budget amounts
Up to 3 years

7.26 Purchase Orders

Open purchase orders header data including vendor, buyer, date, accounting information, etc.
Open purchase orders detail data including line item descriptions, quantities, amounts, etc.

7.27 General Billing CID

Customer information

7.28 General Billing – Recurring Invoices

General Billing Invoices that are sent on a regular basis
Header records with general information about the invoice
Detail records with line-specific information

7.29 General Billing – Bills

Unlimited history of open and closed invoices
General Ledger information so open invoices can be processed in Munis

8 Business Process Consulting

The Business Process Consulting (BPC) service is comprised of four phases: Current State Analysis, Future State Design, System Design Test, and Future State Documentation. The output of these phases is a new Chart of Accounts, a System Design Document that serves as a 'roadmap' and guide for the implementation, and a set of customized Desktop Documents outlining new processes.

The purpose of this service is to focus on business activities that will take place directly in Tyler's applications and ensure that full consideration has been given to newly available operational efficiencies, application best practices, and effective information distribution and access. Understanding data that is imported and exported out of Tyler applications is also important and will be part of the information covered, but Tyler Consultants will not expand discussions to include what activities happen outside of Munis to either generate or absorb the exchanged data.

During the Business Process Consulting process, additional Tyler Implementation Consultants may provide support to ensure information capture and knowledge transfer, as needed.

8.1 Current State Analysis

Tyler's Implementation Consultants utilize an analysis questionnaire system containing an inventory of criteria and questions related to standard operating procedures for the public sector. Using this system, they conduct interviews of functional leads and/or subject matter experts to understand current practices, procedures and policies to understand the current business environment. This work may be performed either onsite or remotely depending on scheduling decisions made by the Client and Tyler Project Managers.

8.2 Future State Design

Using a System Design toolset crafted to drive future processes towards project goals and Tyler best practices, the following steps are followed to design new business processes:

8.2.1 Fundamentals Review

Tyler Implementation Consultants conduct Fundamentals Review for Functional Leads and/or Subject Matter Experts in preparation for attending Future State Analysis design sessions. Fundamentals Review sessions are designed to provide attendees with a demonstration of process flow, while also introducing new concepts and terminology that may be unique to Tyler. Fundamentals Reviews are not analysis or training sessions and are designed to provide introductory information to attendees so that concepts and terminology introduced during analysis sessions are more rapidly identified and absorbed.

8.2.2 Chart of Accounts (COA) Design

Tyler Implementation Consultants conduct a review of the current Chart of Accounts and an in-depth discussion of reporting requirements, future needs, design options and requirements, as well as the process required for building and converting the new Chart. Knowledge transfer of the Munis Chart of

Accounts structure is completed, design recommendations are finalized, and the Functional Leads are trained on how to complete the COA Excel Workbook. The COA Excel Workbook, once completed, is submitted to the Tyler Conversion team and returned for loading into a test environment for validation. Corrections are made, either through an additional conversion pass, or after loading the Chart in the Production database, using manual methods.

8.2.3 Future State Analysis

Tyler Implementation Consultants evaluate information and conduct future state design sessions focused on exploring the options available in each module, the detailed data that can be stored in each field, processing options, and organizational goals. As these sessions are completed, some initial process decisions may be made, while others may require further internal discussion. Implementation Consultants will document findings and preliminary decisions.

8.2.4 Munis Best Practice Recommendations

Working with the information gathered through Current and Future State Analysis, Implementation Consultants begin the process of carefully developing customized Tyler Best Practice Recommendations. The recommendations for the use of the Tyler applications will maximize inherent functional opportunities through consideration of:

- Identified local policies
- client-specific goals and objectives
- improved customer service
- opportunities for enhancing efficiencies
- simplified reporting and information distribution
- improved audit compliance

The analysis document used for driving Future State discussions and capturing responses will be used for documenting a process by process Tyler application best practice recommendation. This allows for linking from Current State to Future State to Best Practice Recommendation to Final Process Decision to be visible and understandable. The document will be delivered to the Client and each recommendation reviewed in detail to ensure that the intent is clear. Again, if decisions can be made at this point, Tyler Implementation Consultants will document them as the review is being conducted. The Client and Tyler Project Managers will have established a due date for all decisions to be finalized as part of the Project Plan, typically no later than two (2) weeks after the review sessions.

8.3 System Design Test

Now that Future State decisions have been made, and prior to converting legacy system data, conducting process training, or producing Desktop Documents, a System Design Test will be conducted to confirm that the decisions will meet the Client's needs. Testing will be conducted following a Tyler-developed script, will allow review and discussion of the processes and decisions being tested. Once the testing and decision discussions are complete, Tyler will use the Client’s sample data to build a small, representative data set in a non-production database. Tyler’s consultants will take the Client through the scripts and provide a visual demonstration of processes in Tyler’s applications based on their decisions. Process decisions are then finalized, or altered and retested, and documented.

8.4 Future State Documentation

8.4.1 System Design Document

Tyler will accumulate final decisions for the processes as validated during the System Design Test. These decisions will provide the input for the System Design Document, which will contain specific application set up requirements, set up table guidelines, and screen shots to document the set-up requirements. This document must be completed and accepted prior to beginning Power User training, Customized Desktop Documents, or full system configuration/data conversion.

8.4.2 Customized Desktop Documents

Customized Desktop Documents outline step-by-step processes for the day-to-day use of Tyler's applications. These manuals are specific and customized for each client, except for the general system navigation section, which is standard for all clients. Setup tables are not documented within these documents unless the maintenance of the table is required on a regular basis (i.e. one-time setup tables are not part of procedural documentation).

Tyler's Implementation Consultants author and deliver the customized documents in MS Word for each module purchased. Changes to delivered Desktop Documents reflecting in scope program customizations will be made by Tyler Implementation Consultants once the customizations are accepted by the Client. These documents must be accepted prior to beginning Power User training.

8.5 Processes Covered in Business Process Consulting

Some processes, listed below, may not be included if it is determined in the analysis that the process will not be utilized. Processes marked with DCT indicate that all or part of the document will contain material that could be used for end user training. Tyler will extract the End User training material and compile it into one, consolidated End User training document for the Client once End User functions are identified.

Munis General Topics for all Modules

- Navigation (DCT)
- Munis Office & Saved Reports (DCT)
- Dashboard (DCT)
- Tyler Content Manager SE (DCT)

Munis General Ledger

- Adding an Account
- Adding a Rollup Code
- Adding an Org Code
- Adding a Segment Code
- Deleting and Account
- Exporting to Excel
- Finding an Account
- Updating a Journal Entry
- Proofing a Journal Entry

- Verifying Posted Journals
- Generating a Recurring Journal
- General Journal Approval
- Maintaining Journal Details
- Adding a Journal Entry
- Creating a Journal Proof Report
- Creating Journal Import Templates
- Modifying a Template
- Completing an Import
- Scheduling an Import
- Viewing Account Details
- Creating a YTD budget report
- Create a trial balance report
- Import ASCII files
- Using the Financial Command Center

Munis Budget

- Generating a new budget projection
- Budget Entry Procedures
- Detail Entry Procedures
- Quick Entry Procedures
- Send Notification of Budget Changes
- Roll/Factor/Merge Projection
- Next Year Budget Entry
- Next Year Budget Report
- Add a budget transfer or amendment
- Budget Workflow Approval
- Creating Budget Scenarios
- Creating packages
- Budget Command Center

Munis Accounts Payable

- Adding a new vendor
- Invoice Entry
- Adding a Check Request
- Copying a Check Request
- Deleting a Check Request
- Processing Workflow
- Reactivating Rejected Requests
- Updating a Check Request
- Viewing a Check Request
- Viewing Workflow for a Request
- Enter an invoice against a purchase order
- Enter an invoice against purchase order lines
- Create a recurring invoice
- Printing AP Invoice Bar Code Labels
- AP Workflow Approval

- Post accounts payable invoices
- Cash Disbursements
- Printing Checks
- Creating an EFT electronic file
- Completing the Cash Disbursements Journal program
- Creating the positive pay file
- Modifying invoices
- Voiding AP checks
- Creating a list of vendor invoices
- Creating a Vendor Fiscal Year Summary report
- Using the Invoice History by GL Account program
- Creating the Invoice Aging Report
- Creating the Invoice Open Report
- Processing general and 1099 Accounts Payable retainage amounts
- Permanently retain AP retainage amounts
- Release AP retainage amounts to a vendor or to the IRS
- Process contract retainage amounts
- Purchase Card Setup
- Importing purchase card transactions
- Purchase card statement processing

Munis Bid Management

- Creating a Bid Record
- Defining Bid Groups and Items
- Adding Vendors to Bids
- Defining Requesting Departments
- Entering Requested Quantities
- Bid Evaluations and Templates
- Assign Bid Evaluators
- Add Attachments and Define Bid Events
- Release a Bid for Proposals
- Create Bid Addenda
- Award Bids
- Convert a Bid

Munis Purchasing

- Adding Vendors
- Requisition Entry
- Entering Vendor Quotes
- Requisition Approval
- Requisition Conversion
- PO Approval
- Purchase Order Posting and Printing/Distribution
- Purchase Order Inquiry and Reports
- Purchase Order Change Orders
- Change Order Approval
- Posting Change Orders

- Purchase Order Receiving
- Purchase Order Quick Receipt
- Returning Items after Entering a Receiving Record
- Item Order Forms

Munis Human Management

- Employee Certifications
- Employee Skills and Experience
- Employee Evaluations
- Training Courses
- Training Course Import
- Employee Training
- Employee Training Import
- Employee Training Points
- Training Forecast Report
- Training Hours Completed Report
- Assigning Job Class or Position Requirements
- Professional Development Career Tracks
- Employee Professional Development Status
- Employee Professional Development Succession Plan
- Professional Development Reports
- Employee Accident and Injury Processing
- Case Management
- Grievance/Disciplinary Action Processing
- Employee Tasks
- Employee Notifications
- Evaluations Setup
- 360° Evaluations
- ESS Performance Evaluations
- Employee Evaluation Records
- HR Command Center

Munis Payroll

- Payroll Start and Status
- Generating Payroll
- Moving Time Entry Data into the Payroll
- Payroll Earnings and Deductions
- Earnings and Deductions Proof
- Proof Reports
- Employee Update
- Printing Payroll Advices
- Printing Payroll Checks
- Check Register and Positive Pay File
- Deduction Report
- GL Distribution Journal
- Detail State and Local Taxes Report
- Changing Payrolls

- Defining a Payroll Run for Time Entry Users
- Voiding a Payroll
- Miscellaneous Payrolls
- Payroll Time Entry
- Starting a Batch
- Daily Grid
- Multiple Employee Entry
- Time Entry Preferences
- Importing Time Entry
- Time Entry Import
- Payroll Vendor Processing
- Proof Reports
- Updating Vendors
- Direct Deposit Register/Direct Deposit File
- Posting to the General Ledger
- Payroll Processing Setup
- Payroll Processing Errors

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

AFFIDAVIT REGARDING E-VERIFY

I, Robert Kennedy-Jensen (the individual attesting below), being duly authorized by and on behalf of

Tyler Technologies (the entity doing business with Guilford County, hereinafter "Employer")

after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Mark "Yes" or "No":

a. YES _____; or,

b. NO _____

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 8th day of March, 2019.

DocuSigned by:
Robert Kennedy-Jensen
62DB38FA5176480...

Signature of Affiant
Print or Type Name: Robert Kennedy-Jensen

State of North Carolina County of Guilford

Signed and sworn to (or affirmed) before me, this the 8th

day of March, 2019.

My Commission Expires:
11/5/21

DocuSigned by:
Gayle M. Schmidt
CC03F2AEE95743C...
Notary Public

(Affix Official/Notarial Seal)