LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made by and between Tyler Technologies, Inc., a Delaware corporation with offices at 5519 53rd Street, Lubbock, Texas 79414 ("Tyler"), and the City of McKinney, Texas, 222 N. Tennessee Street, McKinney, Texas 75069 ("Client").

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary attached hereto as Exhibit A, and Tyler desires to provide such products and perform such 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 License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Default"** means a failure of either party to perform according to this Agreement.
- **"Defect"** means a failure of the Tyler Software to substantially perform according to the Functional Requirements 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.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Functional Requirements"** means the functional descriptions set forth in our written proposal responding to your Request for Proposals, No. 14-19RFP, dated May 15, 2014, and Tyler's responses to the City of McKinney's demo follow-up questions, attached as Exhibits F(1) and F(2).
- **"Force Majeure"** means an event beyond the control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster.
- **"Investment Summary"** means the agreed-upon costs for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Statement of Work**" means the document, set forth at Exhibit D, setting forth the terms and conditions under which Tyler will deliver the in-scope professional services to implement the Tyler Software under this Agreement.
- **"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 <u>Schedule 1</u> to <u>Exhibit C</u>.

- **"Then-current," "current,"** or similar references to Tyler documents means the Tyler document attached to this Agreement or a later-issued version of such document, so long as such later-issued version does not reduce the products and services to Client without prior written agreement by Client to such reduced products or services.
- **"Tyler Software"** means our proprietary software and related in-scope integrations identified in the Investment Summary and the Functional Requirements, and licensed to you through this Agreement.
- **"we," "us," "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

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

   1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes set forth in our proposal No. 14-19RFP, dated May 15, 2014, and as set forth in this Agreement. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement. Upon your payment in full for the Tyler Software, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.

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

   1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties except as set forth in Section I(17) of this Agreement.

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

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

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

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

3. <u>Escrow</u>. We maintain an escrow agreement with a third party under which we place the source code for

each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form. We agree to waive the annual escrow fee you would otherwise be required to pay.   You will be responsible for maintaining your ongoing status as a beneficiary. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement, a copy of which will be provided to you by us upon execution of this Agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we agree to cure the Defect(s) according to the terms set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary. You will receive those services according to the Statement of Work. All services and products provided under this Agreement are provided in accordance with the competitive bidding requirements under Chapter 252 of the Texas Local Government Code and the exception set forth in § 252.022(a)(4) of the Texas Local Government Code.

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.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote. Before any addendum or change order is effective, it must first be approved by Client's Information Technology Department, then by Client and Tyler, by appropriately authorized signatories.

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

5. Services Warranty. We will perform the services in a professional, workmanlike manner. 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. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary

items required for the installation and operation of the Tyler Software.

7. <u>Mutual Assistance</u>. The implementation of the Tyler Software is a cooperative process requiring the time and resources of each party's personnel. The parties agree to use all reasonable efforts to cooperate with and assist each other as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with each other to schedule the implementation-related services outlined in this Agreement.

SECTION D – MAINTENANCE AND SUPPORT

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

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

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

SECTION E – MyGovPay/VirtualPay

The MyGovPay/VirtualPay functionality, to the extent identified as in-scope in the Investment Summary, will be provided according to the terms of this Agreement, including the terms set forth at <u>Exhibit E</u>.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. <u>Invoicing and Payment</u>. We will invoice you the fees for the license(s), products, and services in the Investment Summary per the Invoicing and Payment Policy, subject to Section F(2).

2. <u>Invoice Disputes</u>. If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must detail the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines the steps to be taken by each party to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the

action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above.

SECTION G – TERMINATION

1. <u>For Default</u>. Either party may terminate this Agreement for Default in the event the other party does not cure, in a manner agreeable to the non-defaulting party, a Default under this Agreement. The party agrees to provide the other party with prompt written notice of becoming aware of a Default. Each party agrees to cooperate with the other party in trying to reasonably resolve the Default, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with the other party's appointed senior representative. Senior representatives will meet within fifteen (15) days of the written Default 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. On the thirty-first (31st) day after the written Default notice, or upon expiration of such extended timeframe to which the parties have agreed over the course of their Default resolution process, if the Default is not cured, then the non-defaulting party may terminate this Agreement. In the event of termination for Default, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

2. <u>Lack of Appropriations</u>. If you should not appropriate or otherwise make available funds sufficient to purchase, lease, operate, or maintain the products or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. In the event of termination due to a lack of appropriations, you will pay us for all 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, and that you have not timely disputed under Section F(2). You will not be entitled to a refund or offset of previously paid fees for products received and professional services provided as of the date of termination.

3. <u>Force Majeure</u>. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of thirty (30) days or more. In the event of termination due to Force Majeure, you will pay us for all 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, and that you have not timely disputed under Section F(2). You will not be entitled to a refund or offset of previously paid fees for products received and professional services provided as of the date of termination.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. <u>Intellectual Property Infringement Indemnification</u>.

   1.1 We will defend you against any third party claim(s) that the Tyler Software 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 assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties or in a manner that would void our maintenance and support obligations; or (b) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

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

1.4 If, as a result of an infringement or misappropriation claim, your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software. This section H.1 provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. Property Damage and Personal Injury Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all direct 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 our negligence or willful misconduct.

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 direct 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.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN PARAGRAPHS B(4) AND C(5) OF THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED THREE MILLION FIVE HUNDRED THOUSAND DOLLARS ($3,500,000.00). THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

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

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; and (d) Workers Compensation complying with applicable statutory requirements. We will add you as an additional insured and provide you with copies of certificates of insurance upon written request. Upon request, Tyler's insurance company will provide Client with a standard ACORD form that states, "Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered to the City in accordance with the policy provisions."

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, except as we may otherwise agree, by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

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

3. Dispute Resolution. Each party agrees to provide the other party with written notice within fifteen (15) days of becoming aware of a dispute. Each party agrees to cooperate with the other party in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with the other party's appointed senior representative. Senior representatives will meet at your office within fifteen (15) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the parties fail to resolve the dispute, either party may assert its 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.

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. <u>No Assignment</u>. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that your consent is not required in the event we have a change of control. All assignees under this Agreement shall be bound by the terms and conditions of this Agreement, which terms and conditions may only be modified by written amendment signed by an authorized representative of each party. Without limiting the foregoing, you may terminate this Agreement for Default post-assignment, according to the terms of Section G(1).

9. <u>Force Majeure</u>. 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. <u>No Intended Third Party Beneficiaries</u>. This Agreement is entered into solely for the benefit of Tyler and Client. 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.

11. <u>Entire Agreement; Amendment</u>. This Agreement, including its exhibits, represents the entire agreement between Tyler and Client with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Your Request for Proposal, and our response thereto, are incorporated herein by reference. In the event of conflict among those documents, the following order of priority shall control: (i) this Agreement; (ii) our proposal; and (iii) your RFP. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

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

13. <u>No Waiver</u>. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent either party from enforcing each and every term of this Agreement thereafter.

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

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

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

promotional materials.

17. <u>Confidentiality</u>. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that is confidential under law and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable 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 for a period of one (1) year. 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 Client receives an open records or other similar applicable request, Client will give Tyler reasonable notice of the request so that Tyler make take the actions necessary to protect its confidential information from disclosure.

18. <u>Business License</u>. 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. <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of Texas, without regard to its rules on conflicts of law, and exclusive venue for any legal action arising under this Agreement shall be in a court of competent jurisdiction in Collin County, Texas.

20. <u>Multiple Originals and Signatures</u>. 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.

21. <u>Contract Documents</u>. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Statement of Work
Exhibit E	MyGovPay/IVR Terms
Exhibit F(1)-(2)	Tyler Responses to City Demo Follow-Up Questions

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

Tyler Technologies, Inc.   City of McKinney
Local Government Division

By:_____   By:_____

Name:_____   Name:_____

Title:_____   Title:_____

Date:_____   Date:_____

Address for Notices: Address for Notices:
    Tyler Technologies, Inc.   City of McKinney
    5519 53rd Street   222 N. Tennessee Street
    Lubbock, Texas 79414   McKinney, Texas 75069
    Attention: Brett Cate   Attention: Interim City Manager

Exhibit A
Investment Summary

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

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INVESTMENT SUMMARY FOLLOWS

EnerGov 9	Qty Licenses	Cost / Rate	Total Cost	Annual Maintenance	List Pricing/Notes/Comments *Based on Named User Licenses
Permitting & Land Mgmt Suite (PLM): Permitting, Planning, Projects, Inspections, Land Use, Object/Operating, Impact, Request & Enforcement Processes	100	$ 2,667	$ 266,650	$ 53,330	
Framework Enabling Products & Extensions		Cost / Unit			*Based on Server/Product License
Electronic Plans Review - EnerGov eReviews (Seamless BlueBeam Integration)	1	$ 59,999	$ 59,999	$ 12,000	Includes ePlan/Doc mgmt and external submission portal - Based on Population * Bluebeam licenses not included.
GIS Integration - EnerGov GIS	1	N/A	$ 30,000	$ 6,000	Unlimited users. ESRI integration services including EnerGov Mapping, Geo-Rules, and GIS Direct-Link.
Credit Card Processing- VirtualPay	1	N/A	Included		Tyler's VirtualGov Payment System - Included for Credit Card Processing.
Server-Side Plugins/ Additional Extensions					
EnerGov Adv Server Extensions Bundle:	1	$ 14,999	$ 14,999	$ 3,000	Server-side Extension bundle
Intelligent Automation Agent (IAA)	1	Inlcuded in bundle	Inlcuded in bundle		Server-side plugin for post processing and proactive event handling automation.
Social IO Extension (IOE)	1	Inlcuded in bundle	Inlcuded in bundle		Server-side plugin for enabeling Social Media Integration (Facebook/Twitter) and built-in Esri map views
EnerGov Odata	1	Inlcuded in bundle	Inlcuded in bundle		Open Data Service
Citizen Connected Products		Cost / Unit			*Based on Product License / Agency Population
EnerGov Citizen Access ePortal Permitting & Land Mgmt	1	$ 30,000	$ 30,000	$ 6,000	By Population size
EnerGov's Decision Engine	1	$ 9,999	$ 9,999	$ 2,000	*must purchase ePortal
Online Payments: *My* GovPay	1	N/A	Included		Tyler's MyGovPay - Included with EnerGov Citizen Access for Online Payments
Mobile / Field Solutions		Cost / Unit			
IG Workforce Apps	1	$ 45,999	$ 45,999	$ 9,200	Unlimited Users with Unlimited Access to iG Apps *users must be a named license user of EnerGov platform*
Other					
Selectron IVR API	1	$ 5,000	$ 5,000	$ 3,125	
Document Management API	1	$ 7,000	$ 7,000	$ 1,400	For use with LaserFiche. LaserFiche configuration not included.
EnerGov Reporting Toolkit	1	$ 3,000	$ 3,000	$ 600	Server-side Extension- Toolkit for report development. Includes all report views and documentation.
Software Total					
Subtotal Software			$ 472,646		
BAFO Discount	**5.00%**		**$ 23,632**		
Bluebeam Licensing Discount			**$ 8,800**		
Grand Total - Software		one time	**$ 440,214**	**$ 96,654**	

Professional Services	Hours	Hourly Rate	Subtotal		
Professional Implementation Services - Project Management Services	688	$170	$ 116,960		Implementation services resources - to be billed monthly
Professional Implementation Services - System Configuration Services	2,128	$170	$ 361,760		Implementation services resources - to be billed monthly
EnerGov Fundamentals Training System Fundamentals / Project Team Training	120	$170	$ 20,400		Executive & Onsite Training Services - to be billed monthly
Onsite Training & Production Support Services End User Training & Onsite Production Support	400	$170	$ 68,000		Executive & Onsite Training Services - to be billed monthly
Development Services	Hours	Hourly Rate	Subtotal	Dev ASM	
Report Development Services	100	$219	$ 21,900	$ 4,380	Report Development Hours - to be billed monthly. Annual Report Development support and maintenance included.
Integration Services - Sungard HTE Financials	30	$219	$ 6,570	$ 1,314	Development Services Hours - to be billed monthly. Annual Integration support and maintenance included.
Integration Services - Firehouse	40	$219	$ 8,760	$ 1,752	Development Services Hours - to be billed monthly. Annual Integration support and maintenance included.
Integration Services - TX State Contractors Board	Included	$219	$ -	$ -	No charge for this functionality ($3,000 value)
Integration Services - Legistar	60	$219	$ 13,140	$ 2,628	Extensive assessment required to determine the feasibility and value of this proposed interface.
Integration Services - County Software System	40	$219	$ 8,760	$ 1,752	Property owership information can be gleaned from the native ESRI integration with the County.
Integration Services - Sungard Utility Billing	40	$219	$ 8,760	$ 1,752	Property owership information can be gleaned from the native ESRI integration with the County.
Data Conversion Services - SunGard HTE	175	$219	$ 38,325		One-way interface, batch file daily update process. Data Conversion Services Hours - to be billed monthly
Data Conversion Services - Firehouse	60	$219	$ 13,140		Data Conversion Services Hours - to be billed monthly
Data Conversion Services - MS Access	75	$219	$ 16,425		Data Conversion Services Hours - to be billed monthly
Grand Total for Professional Services	**3956**		**$ 702,900**	**$ 13,578**	

Software and Professional Services Totals					
Total Software			$ 440,214		
Total Professional Services			$ 702,900		* Due as Incurred / Billed Monthly
GRAND TOTAL (Software, Prof Services & Travel)			**$ 1,143,114**		
*Source Code in Escrow**		*annual*	$ -		*annual Escrow fee waived*
TylerU Annual Services Fee			$ 3,383		*Annual Fee for unlimited agency access to Tyler U / EnerGov.*
Total Annual Support & Maintenance	*annual*		**$ 113,615**		*Standard Support Agreement - 24/7 and premium support services also available upon request.

Travel Budget	Trips	Est Rate	Subtotal		
Estimated Travel Expenses (Onsite Trips)	38	$1,700	$ 64,600		Estimated Travel Budget - Actual expenses.

Tyler Professional Services Rates

EnerGov Professional Services Rates

Professional Service Resource	Hourly Rate (1)	Daily Rate (1)
Implementation Services (Consultants/Analysts/PM)	$170	$1,360
Report Development	$170	$1,360
Training	$170	$1,360
Data Conversion / Integration Specialist	$219	$1,750
Software Development Programmer	$250	$2,000
Travel estimated at $1700/trip		

Exhibit B
Invoicing and Payment Policy

Tyler Technologies, Inc. will provide you with the software, products, 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 license fees, products, and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

   1.1 *License Fees*: License fees are invoiced as follows: (a) 25% ($110,053.50) on the Effective Date; (b) 60% ($264,128.40) on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% ($66,032.10) on the earlier of first use of the Tyler Software in live production or (180) days after the Available Download Date.

   1.2 *Maintenance and Support Fees*: Maintenance and support fees ($113,615) will be invoiced in two increments: (a) 50% ($56,807.50) six (6) months after the Effective Date; and (b) 50% ($56,807.50) on the earlier of (i) eighteen (18) months after the Effective Date or (ii) system acceptance, as defined under the Statement of Work. Subsequent maintenance and support fees will be due in one lump-sum amount on an annual basis thereafter, at Tyler's then-current rates. Notwithstanding the foregoing, Tyler agrees to cap maintenance and support fee increases at five (5) percent, year-to-year for five (5) years after the initial term. Thereafter, any fee increase shall be no greater than the fee increases applied to our similarly situated customers. Under this subsection, therefore, it is agreed and understood that Client's second annual Maintenance and Support Fee payment will be due thirty (30) months post-contract or twelve (12) months after system acceptance, whichever occurs first.

2. Professional Services.

   2.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed at the hourly rates set forth in the Investment Summary, and according to Section I(1) and I(2), and invoiced as delivered.

   2.2 *Requested Modifications to the Tyler Software*: Requested modifications to 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 sixty (60) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 60-day window has passed.

2.3 *TylerU Annual Fee*: Access fees ($3,383) for TylerU/EnerGov will be invoiced annually in advance, beginning on the Effective Date.

3. <u>Expenses</u>. The service rates in the Investment Summary do not include travel expenses, which are set forth as an estimate only. Actual expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, which shall not materially deviate from our current Business Travel Policy, attached to this Exhibit B at Schedule 1. Copies of receipts for non-per diem expenses will be provided on request. Per diem rates are available at www.gsa.gov/perdiem. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available. Client requests that, as much as possible, Tyler will use Southwest Airlines or another airline that offers credit for unused tickets if air travel is necessary.

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

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

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

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

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

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

   B. Baggage Fees

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

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

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

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

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

4. Meals and Incidental Expenses

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

A. Overnight Travel

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

are governed as set forth below.

Departure Day

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

Return Day

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

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

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

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

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

Exhibit C
Maintenance and Support Agreement

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

1. <u>Term</u>. We provide maintenance and support services on an annual basis. The initial term commences six (6) months from the Effective Date, and remains in effect for one (1) year. The annual term(s) will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

2. <u>Maintenance and Support Fees</u>. Your initial maintenance and support fees for the Tyler Software licensed to you are listed in the Investment Summary of the Agreement. Those amounts are payable in accordance with our Invoicing and Payment Policy.   We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within sixty (60) days of the due date. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. <u>Maintenance and Support Services</u>. As long as you are trained on the Tyler Software, and timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to conform the Tyler Software to the warranty set forth in your Agreement; provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours;

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

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

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

4. <u>Client Responsibilities</u>. We will use all reasonable efforts to perform any maintenance and support

services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). 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 can't resolve a support issue remotely, we may be required to provide onsite services. In such event, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a defect in the Tyler Software); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services beyond those outlined in this section will be billed to you at our then current rates. We do not guarantee resolution of a Defect in a version of the Tyler Software older than one version behind the then-current release. We reserve the right to decline support calls from users who have not received the required training on the Tyler Software.

6. Scope of Professional Services. For the avoidance of doubt, the services you receive as part of your annual maintenance and support agreement, as set forth in this Exhibit C, are separate and apart from the professional services you have purchased, and that we have agreed to deliver, as set forth in Section C of the Agreement.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.

Exhibit C
Schedule 1
EnerGov Support Call Process

Standard Support Services

Support Services Introduction and Definitions

EnerGov, as a division of Tyler overseeing the EnerGov suite of products and services, dedicates considerable time and money ensuring that our customers have available the support services that meets or exceeds our customer's expectation. Customer Service and Customer Support excellence permeates to every department and every employee of EnerGov.

Customer Support is an EnerGov Support Services provides Fault and non-Fault support.
1. Fault Support
2. Non-Fault Support -
    a. Enhancement Support
    b. User Comfort Support

Fault Support

Fault Support is needed when you are unable to perform required tasks within the EnerGov system.

Non-Fault - Enhancement Support

Enhancement Support includes the periodic updating of the EnerGov applications with software updates or new version releases. Procedures for implementing new versions of software are when the new version is issued.

Non-Fault - User Comfort Support

User Comfort Support includes a wide variety of services included with your EnerGov Software Support Agreement.

User Comfort Support also includes certain fee-based support. For example, the development of completely new Crystal Reports to interact with and imbed in EnerGov, is available for a modest fee. Other examples of fee-based support include the providing of applications or services beyond the scope of the original agreement between your organization and EnerGov. In those cases, EnerGov is happy to quote the additional costs.

EnerGov's Responsibilities to You

EnerGov is committed to providing superior support for your EnerGov system. EnerGov Support Technicians are highly trained and intimately familiar with the EnerGov application. Because they work directly with government agencies throughout the U.S. and internationally, they are well versed on the type of work accomplished by customers like you.

EnerGov Help Desk

EnerGov maintains the Help Desk in Duluth, Georgia. EnerGov support is never handled by any "offshore" service provider.   EnerGov's development team is located in the same facility as EnerGov's Help Desk. If an issue develops requiring the assistance of the development team, Help Desk technicians have unlimited access to those who develop and maintain the software. All software EnerGov provides is developed "in-house."

If, in the process of diagnosing a potential EnerGov support issue, it is discovered that a peripheral system is the cause of a fault, EnerGov will notify you so that you may contact the support agency for that peripheral system. EnerGov cannot support or maintain any hardware or third-party software.

Unlimited Phone Support

Unlimited Phone Support is available during our normal support hours (7 a.m. to 8 p.m. EST, Monday through Friday except certain holidays).

EnerGov phone support is available on the days and during the times that you are engaged in your daily work assignments. When you need it, it's there. Phone support is available at 888.355.1093 then press "2" for a Customer Support Technician.

Unlimited Email Support

You may send EnerGov support questions or issues to energovsupport@tylertech.com. This account is continuously monitored during normal support hours. EnerGov's response will be directed back to the senders email, unless a request for voice contact is made in the email and a proper phone number is provided.

Free Upgrades

EnerGov makes available minor and major releases of the EnerGov software at no additional cost to you if you have continuously paid for Software Support since the initial licensing of the EnerGov software. If there are gaps in your Software Support, you should contact EnerGov's Help Desk for information about becoming eligible for free upgrades. EnerGov provides direct support for the two (2) most recent major versions of EnerGov software.

Remote Support

In the process of providing user's support there may be times when it is desirable for the EnerGov Help Desk technician to access, through the Internet, a user's PC and view the support needed directly from the user's desktop. EnerGov uses third-party software such as Citrix Gotoassist or Bomgar to accomplish this. Permission is required from the user whose desktop is being accessed before EnerGov can, or will, access the PC and the user must agree to the installation of the small application that allows remote access. EnerGov cannot access

and is, in fact, prevented from accessing the user's PC without the user's granting that access.

Response Time

EnerGov cannot guarantee a resolution time but EnerGov will work diligently to resolve all issues and concerns as quickly as possible

Customer Responsibility

Provide Named "Single Point" Contact Persons

Business Contact: The Business Contact person liaises with EnerGov on issues dealing with business and/or contractual issues. This individual typically contacts EnerGov to make changes in the EnerGov contract, such as adding more licenses, expanding services to include new custom reports, etc. Email and phone information should be provided to EnerGov's Help Desk during the software implementation. Additionally, a "backup" person should be assigned.

Technical Contact: The Technical Contact is responsible for the technical aspects of EnerGov Product. This person liaises directly with EnerGov for all technical issues. The Technical contact should have a minimum level of technical experience and training. (See Appendix B.) Email and phone information should be provided to EnerGov's Help Desk during the software implementation. Additionally, a "backup" person should be assigned. Calls to EnerGov's Help Desk are typically made by this individual of their backup person.

Gold Level Customer Support - Help Desk Support Procedures

Fault Support

When reporting a fault to the Help Desk, please have all the following information available:

- A business explanation of the issue's severity.
- Application and revision of current version.
- Module or screen where fault occurred
- Description of the fault, including specific steps taken to initiate the fault
- Whether it is repeatable or random fault
- Other data or information useful in determining resolution
- Self assessment of the priority level that should be assigned to this fault (please see Priority Levels in Appendix A)

"Non-Fault" Support

Non-fault support typically has a low priority level and, depending on the request, can be handled at a mutual time agreeable to the user and the Support Technician. Many non-fault support questions are handled immediately. For example, "show me how to create a custom field." In cases like these, the EnerGov Support Technician may "log into" the user's system and provide "hands-on" instruction and direction. (Note: Requests dealing with changes in the EnerGov configuration must come through an authorized, pre-designated individual who has authority to make decisions regarding the EnerGov configuration).

EnerGov Customer Resource Management system

All Help Desk Calls are logged into the EnerGov Customer Resource Management System (CRM). This system assists in tracking detail information about all issues encountered by EnerGov's Help Desk. This includes your questions, issues, and problems. All issues are assigned a unique case number. Each incident contains information such as:

- Case Number
- Issue Type
- Customer Contact Information
- Account Manager
- Software/Hardware involved versions, revisions, etc.
- Affected Application/Transaction/Screen/Activity
- Error Codes
- Case Description
- Severity Explanation
- Priority
- Status and Completion Codes
- Actions (with narrative) taken
- Case Resolution
- Time and Date Stamping of all activity

EnerGov's assures timely escalation and status feedback. This system allows us to identify recurring problems, report trends, and recommend system fixes or additional training and education, as appropriate. Effective use of issue history and configuration data enhances issue resolution and provides greater overall satisfaction with the EnerGov products.

Escalation

Fault reporting and other Help Desk requests are addressed in accordance with their associated priority levels (See Appendix A). EnerGov relies on you to fully explain the severity and impact on your business to properly set realistic priority levels on all issues.

EnerGov Help Desk Technicians are highly trained, both technically and operationally on the EnerGov applications. Most Help Desk calls are resolved effectively and efficiently. In the event a fault is reported that the Help Desk Technician is unfamiliar with or unaware of, he or she will immediately internally escalate to see if the reported fault is a known fault for which a fix is available or if it is a new fault reported for the first time. New faults are immediately (logged and) escalated to EnerGov's

Professional Services or Research & Development Teams, which may provide assistance in finding a short-term "work-around" until a permanent fix can be determined and issued through a software update.

After a fault is reported and a priority assigned, you may feel that the priority is incorrect. Typical reasons for a priority escalation are:

- Problem has become more frequent or more severe since initial report
- Issue has been unresolved for an unexpected amount of time

Internal escalation is a regular feature of EnerGov's Help Desk procedures. Team Supervisors and Managers are aware of and following high priority fault reporting. However, if you feel that your Help Desk Technician fails to appreciate your unique issues, please ask to be transferred to his or her supervisor.

Closure

EnerGov provides closure, which may include written documentation, a program fix, a procedural work-around, or some other solution or material. After we feel the issue has been fully responded to, we will request a confirmation from you to close the issue. If we don't get conformation back within 48hr's we will consider the issue resolved and close the case. Once a case is closed a confirmation email will be sent to the contact that is listed in the CRM.

Software Enhancement Requests

EnerGov accepts and logs all product enhancement requests and passes these requests to EnerGov's Research & Development Department. These requests are assigned a priority based on their general ability to deliver benefits to our Customer base then logged into our tracking system and reviewed quarterly for inclusion into new product releases. These requested enhancements are evaluated with respect to internal development plans and are selected based upon several criteria, including: effort versus benefit, applicability to Customer base and prospects, consistency with best land management systems practices and with our technical and functional development strategic direction. Customers can request a status of any particular requested enhancement, and EnerGov will provide: 1) whether the feature has been evaluated as yet; 2) if it has been scheduled for a release, and if so the planned release date; 3) if it has been accepted as a good idea, but not yet selected for development; or 4) if it was rejected and why. Generally a request is rejected only if it is not generic enough to become part of a packaged product or if it is not consistent with our concept of best land management practices.

If a customer enhancement request cannot be delivered in time to meet a Customer's critical business need and it meets our "best land management practices and generic tests, then a Customer or group of Customers may request EnerGov to deliver the enhancement outside of a standard product release. This will be done at the Customer's cost on a "time and materials" basis. In most cases enhancements sponsored in this manner will be rolled into the standard product in one of the next releases.

General Terms of Software Support

Software definition of the EnerGov System

The EnerGov system includes only the EnerGov software suite of products.
The EnerGov system does not include components outside of the EnerGov Products (e.g., operational questions, network problems, database errors, phone lines, or configuration).

Coverage

EnerGov covers the diagnosis and repair of product faults in EnerGov Products. Faults are defined as processing which prevents the product from performing as designed. EnerGov reserves the right to classify issues as faults, feature enhancements, or non-product related issues. Faults are covered in this agreement. Suggested product feature enhancements are taken as information to be considered in future version releases. *Non-product related issues* are often the root cause of apparent EnerGov Product faults. These are likely to be database errors, network problems, firewall issues, or operating system configuration errors. Support does not cover resolving non-EnerGov product problems, such as database, operating system, network or other related applications, which are directly affecting the performance and abilities of EnerGov products. EnerGov support will work with you to identify the source of these problems. When a non-product related issue is identified as the root cause, it is the customer's responsibility to resolve the problem. If the Customer desires additional EnerGov assistance on a non-product related issue, "time and material" charges will apply, over and above the fees paid for EnerGov Support.

On-Site Support

The fee for EnerGov Support does not cover the cost of EnerGov employees traveling to a customer's site to resolve product issues. EnerGov will attempt to resolve all issues without travel; however, if travel is required to resolve a Priority 1 or 2 issue, the customer is responsible for all travel expenses. EnerGov will not charge for the labor to resolve a product-related issue or technical question.

EnerGov reserves the right to handle all support related issues remotely as a first level of support until all attempts to resolve the issue have been exhausted, and the Customer agrees in advance to pay the travel expense. The fee for EnerGov Support does not cover the cost to assist in performing product upgrades on-site. In most cases, with qualified Customer personnel, phone and dial-in/internet (webinar) support for upgrades is sufficient. However, when releases involve database changes or any customization has been performed, and it is desired to minimize impact on the production environment, then it is often advisable to use EnerGov assistance in performing the upgrade. Time and travel expense will be charged at the then current rates.

Exceptions

Any problem resulting from the misuse, improper use, unauthorized alteration,; any problem caused by the modification not authorized by EnerGov; or any problem resulting from the combination of EnerGov Products with hardware, programming or other equipment to the extent such combination has not been approved by EnerGov are not covered by this EnerGov Support agreement. Any resolution to these problems will be on a "time and materials" basis at the then current Professional Services rates for Technical Consultants.

Limitation on Back-Level Support

If Customer chooses not to install any Release, EnerGov will, at Customer's request, maintain the Current Release of the Software and the one Release immediately preceding the Current Release, subject to an additional charge, and subject to availability of EnerGov technical support staff, unless otherwise agreed by Tyler and Client.

Appendix A: Customer Support Priority Levels – Fault and Non-Fault Levels

Priority Level	Definition	EnerGov Response	Goal Resolution Time
1	Production/system is down and work cannot continue until problem is fixed. Or system is executing but not usable* output is generated.	All parties to work continuously until problem is resolved.	ASAP, with status reports daily if not fixed within 24 hours.
2	Inaccurate or loss of business data. The output is not being saved correctly or the defect prevents the nominal** solution from being generated. Problem is occurring in a business critical module, and there is no work-around.	Work should continue on a normal workday basis until a permanent solution is in place.	72 hours, with status reports every two days, if not fixed within 72 hours.
3	Issue is not critical to the business or there is a workaround to an otherwise priority 1 or 2 issue.	Resolution is worked into a planned project repair and development schedule.	Next Available Release
4	Non-Fault trivial, cosmetic, "aught-to-be" or ease of use issues	Resolution deferred or development efforts are scheduled in the involved program(s) or software module.	Future Release
5	Non-Fault Support: - New-report creation, outside the contracted scope of work from the initial implementation, is available for additional costs. Assistance with modifications to existing reports is accomplished as time permits. Other non-fault support requests are handled as time permits, usually immediately or, in some cases, after scheduling through the user.	If there is an urgent business need for a report modification, advise the Help Desk Technician.	(ask for a time quote)

* Not usable is defined as the customer cannot use the product in the live production environment to fulfill a critical business need, for which the product was intended.
** Nominal is defined as the output normally generated when no anomalies are occurring.

Appendix B: Technical Contacts – Minimum Recommended Training

The following minimum recommended training is necessary for your Technical Contacts to perform basic system and database administration and to allow EnerGov to effectively provide the support outlined in this document. Please note that systems administration of the EnerGov product is not included within EnerGov's standard support and maintenance.

- Basic application specific functions and utilities (provided as part of a typical EnerGov Install as System Administration training):
  - o Start-up Shut-down EnerGov Product
  - o Insert, Update, and Delete basic setup data through EnerGov Product
  - o Setup, add, modify, and delete, specific business data and fees
  - o Troubleshoot basic EnerGov application
  - o Add and Modify users, roles, and permissions

- Intermediate application diagnostic and correction skills (provided by EnerGov as additional training):

  - o Be able to back-up and restore your database
  - o Understand and know how to configure your ini files
  - o Able to apply upgrades
  - o Learn how to diagnose common errors
  - o Attach, Detach, and backup of EnerGov database
  - o Basic Crystal Report Writing training

Note: EnerGov provides technical support under EnerGov's standard support and maintenance program. If system or database administration support is requested and provided, EnerGov will bill for the time required on an hourly basis at its then current, published rates.

EXHIBIT D
STATEMENT OF WORK

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STATEMENT OF WORK FOLLOWS ON NEXT PAGE

Statement of Work
For EnerGov Implementation

Prepared for:

McKinney, TX

Prepared by:

Tyler Technologies, Inc
2160 Satellite Blvd, Suite 300
Duluth, GA 30097
888.355.1093
www.tylertechnologies.com

11/11/14

DOCUMENT CONTROL

Date	Author	Version	Change Reference
11/11/14	C. Dixon	1	

Table of Contents

PROJECT SCOPE:

Based upon the software purchased and previous discussions with the Tyler sales representative the following professional services have been allocated for implementation of this project:

Tyler Resources Purchased:

- Project Management Services = 688 resource hours

- System Configuration Services = 2,128 resource hours

- System Administration / Fundamentals Training = 120 resource hours

- End User Training & Production Support = 400 resource hours

- Data Conversion Services = 310 resource hours

- Report Development Services = 100 resource hours

- Travel = 38 on-site trips

TASKS

Tyler provides a well-defined multi-stage roadmap that can be applied to a single-phase project or to projects with multiple phases. The following tasks have been arranged for this single-phase project with responsibility definitions for both Tyler and Customer as follows:

- Own – Ownership of the task throughout

- Participate – Active, ongoing participation in the task throughout

- Advise – Advisory role as needed by the other party

- None – No planned/required involvement by the designated party

Stage 0 - Software Delivery

Objectives:

- o Tyler purchased software is made available the Customer (software delivered)

Stage 1 - Initiation and Planning

Objectives:

- o Introduction to project and detailed review of Stages, Tasks and Milestones/Deliverables
- o Distribution of forms and gathering of high-level organizational and process information
- o Establishment of communication channels (Project Manager, SMEs, Permitting Systems Coordinator, etc.)
- o Assessment of IT infrastructure and needs
- o Planning for staff mobilization & allocation
- o Team Training –System Admin /EnerGov Fundamentals

Tasks:

Initiation & Planning		
Tasks	Tyler	Agency
Conduct Planning/Initiation Introductory Phone Call	Own	Participate
Assign Project Team Members	Advise	Own
Provide/Assign facilities for Tyler on-site activities	Advise	Own

Identify non-working days (i.e. vacations, holidays, etc.)	Own	Participate
Define procurement and configuration plan for necessary hardware, non-EnerGov systems software and networking infrastructure by the Agency as specified by Tyler's Hardware / Infrastructure requirements documentation	Advise	Own
Provide Tyler remote access (when needed) to required server for Tyler software installation and system configuration	Advise	Own
Deliver and review Process and Configuration Collection Templates	Own	Participate
Create SharePoint site to manage project deliverables, documents, UAT and other aspects of the overall implementation	Own	None
Deliver and review Project Status Report Template	Own	Participate
Deliver and review Sample Signoff Form	Own	Participate
Deliver and review GIS requirements and best practices documentation	Own	Participate
Deliver and review Data Conversion Template Database (DCT-DB), ERDs and usage documentation	Own	Participate
Prepare programs/databases for integration	Advise	Own
Identify and document project risks and resolutions	Lead	Participate
Amend project scope/SOW as needed	Own	Participate
Deliver and review Project Plan	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Team Training	Own	Participate
Deliver Project Planning & Initiation Stage Sign Off to Agency	Own	None
Return Project Planning & Initiation Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of Initiation and Planning Stage

Stage 2 - Assess & Define

Objectives:

- o Tyler to gain an understanding about how customer conducts business
- o Translate business understanding into the "to-be" documented EnerGov configuration definition documentation

Tasks:

Assess & Define		
Tasks	Tyler	Agency
Identify Business Transactions / Case Types (i.e. Permit Types, Plan Types, Inspection Types, etc.)	Advise	Own
Scope and document EnerGov configuration design document per business transaction / process	Own	Participate
Deliver ArcGIS base map service(s) to Tyler	Advise	Own
Develop Project Definition Documents to include comprehensive collection of business processes, configuration and other details identified during this Stage	Own	Participate

Deliver and review Project Definition Documents	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver Assess & Define Stage Sign Off to Agency	Own	None
Return Assess & Define Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of Assess & Define Stage

Stage 3A –System Configuration

Objectives:

- o Configure the core EnerGov software in accordance with configuration definitions from Assess & Define stage

Tasks:

System Configuration		
Tasks	Tyler	Agency
Deploy Pre-production environment to house the configuration system as defined and reviews by Tyler's Hardware / Infrastructure requirements documentation	Advise	Own
Configure the software based upon the EnerGov configuration definitions established in the previous Assess & Define stage	Own	Participate
Perform ongoing with customer as configuration progresses	Own	Participate
Deliver populated Data Conversion Template Database (DCT-DB)	None	Own
Complete Basic Configuration Reviews	Own	Participate
Deliver System Configuration Stage Sign Off to Agency	Own	None
Return System Configuration Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of System Configuration Stage

Stage 3B – Configuration - Internal Test

Objectives:

- o Conduct Initial operational test
- o Confirm proper configuration

Tasks:

Internal Test		
Tasks	Tyler	Agency
Provide users logins for key Customer staff	Own	None
Conduct basic system configuration testing/retesting walkthrough	Participate	Own
Record testing results in SharePoint	None	Own
Resolve any system issues identified	Own	None
Other tasks as identified	Own for respective team	Own for respective team
Deliver Internal Testing Stage Sign Off to Agency	Own	None
Return Internal Testing Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of Internal Test Stage

Stage 4A - Build Specifications

Objectives:

- o Define custom report requirements (Miami Dade responsibility)
- o Define and map data conversion requirements (see section titled *Data Conversion*)
- o Define integration specifications (None)
- o Define and map, based on provided API's, interface requirements (None)

Data Conversion within scope		
System Name	Details	Comments
See investment summary		

System Integrations within scope	
System Name	Comments
See investment summary	

Tasks:

Build Specifications		
Tasks	Tyler	Agency
Populate Data Conversion Template Database (DCT-DB)	Advise	Own
Deliver and review list out-of-the-box standard reports, documents, dashboards and search consoles in order to identify any gaps in report coverage that may require custom report development	Own	Participate
Develop Report Specifications	None	Own
Deliver Custom Report Development estimate (hours and cost) and accompanying Change Order (if necessary)	n/a	n/a
Develop integration specifications	NA	NA
Deliver and review integration specifications to Agency	NA	NA
Other tasks as identified	Own for respective team	Own for respective team
Deliver Build Specifications Stage Sign Off to Agency	Own	None
Return Build Specifications Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of Build Specifications Stage

Stage 4B - Build

Objectives:

- o Develop Custom Reports per defined requirements (Miami Dade will be developing all reports)
- o Import data from Data Conversion Template Database (DCT-DB) into master EnerGov database
- o Development of scoped and defined integrations (No Integrations in scope)

Tasks:

Build		
Tasks	Tyler	Agency
Deliver and review populated Data Conversion Template Database (DCT-DB) with EnerGov Data Services team member(s)	Advise	Own
Import data into EnerGov master database from populated Data Conversion Template Database (DCT-DB)	Own	None
Produce, deliver and review internally tested import of legacy data into EnerGov master database	Own	Participate
Produce, deliver and review internally tested custom reports per defined requirements (if necessary)	None	Own
Produce, deliver and review internally tested integrations per defined requirements	NA	NA
Provide and review the documented cut over strategy	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver Build Stage Sign Off to Agency	Own	None
Return Build Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of Build Stage

Stage 5A - System Acceptance Planning

Objectives:

- o Create test scripts based on pre-determined functionality requirements criteria
- o Provide system overview and administrator training for power users (i.e. customer testers, administrators and IT)
- o Conduct testing and system validation for promotion to end user training

Tasks:

System Acceptance Planning		
Tasks	Tyler	Agency
Develop and review acceptance schedule and criteria	Own	Participate
Coordinate training logistics and schedule	Own	Participate
Provide facilities suitable to training and testing needs	Advise	Own
Provide, if requested by Customer, Tyler's training lab	Own	Advise
Recommend test strategies, scenarios and best acceptance practices	Own	Participate
Develop test scripts and testing criteria (based on documented business processes, interfaces, imports, reporting, etc.)	Advise	Own
Provide System Overview and Administrator training for Power Users	Own	Participate
Deliver fully configured database for pre-System Acceptance Testing data import to EnerGov	None	Own
Populate Data Conversion Template Database (DCT-DB) with latest iteration for System Acceptance Testing	None	Own
Conduct pre-System Acceptance Testing import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to Agency	Own	None
Deploy fully configured and imported master EnerGov database into the Production testing environment	None	Own

NOTE: As this is Phase I, System Acceptance Testing may take place in the Production system while configuration issue resolution is done in Pre-production and promoted to Production for retesting		
Other tasks as identified	Own for respective team	Own for respective team
Deliver System Acceptance Testing Stage Sign Off to Agency	Own	None
Return System Acceptance Testing Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of System Acceptance Testing Stage

Stage 5B – Verification and System Acceptance

Objectives:

- o Test and signoff on each delivered business process, suite or component based on criteria
- o System ready for production and promoted to a production and/or training environment

Tasks:

Verification and System Acceptance		
Tasks	Tyler	Agency
Conduct testing of custom (if necessary) and standard reports	Advise	Own
Conduct testing of main EnerGov forms and end-to-end system functionality	Advise	Own
Conduct testing of produced integrations	Advise	Own
Conduct testing of imported data	Advise	Own
Record testing results in SharePoint	None	Own
Resolve identified System Acceptance Testing issued identified	Own	Participate
Retest until Acceptance criteria are met or full hours consumed	Participate	Own
Other tasks as identified	Own for respective team	Own for respective team
Deliver Verification and System Acceptance Stage Sign Off to Agency	Own	None
Return Verification and System Acceptance Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of Verification and System Acceptance Stage

Stage 6 - User Training

Objectives:

- o Provide requisite hours of classroom and one-on-one training and knowledge transfer to Miami Dade Trainers (Train the Traner Approach)

Tasks:

User Training		
Tasks	Tyler	Agency
=		Participate

	Tyler	Agency
Coordinate training logistics and schedule	Own	Participate
Provide facilities suitable to training needs	Advise	Own
Provide, if requested by Customer, Tyler's training lab	Own	Advise
Deliver fully configured database for pre-User Training data import to EnerGov	None	Own
Populate Data Conversion Template Database (DCT-DB) with latest iteration for User Training	None	Own
Conduct pre-User Training import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to Agency	Own	None
Deploy fully configured and imported master EnerGov database into the Production testing environment NOTE: As this is Phase I, User Training may take place in the Production system while configuration issue resolution is done in Pre-production and promoted to Production for retesting	None	Own
Conduct training (Train the Trainer)	Own	Participate
Conduct End User Training	None	Own
Other tasks as identified	Own for respective team	Own for respective team
Deliver User Training Stage Sign Off to Agency	Own	None
Return User Training Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of User Training Stage

Stage 7 – Production & Production Support

Objectives:

- o Conduct final data import cutover
- o Conduct final integration deployment
- o Tyler to provide on-site production support

Tasks:

Production & Production Support		
Tasks	Tyler	Agency
Deliver fully configured database for Production data import to EnerGov	None	Own
Populate Data Conversion Template Database (DCT-DB) with latest iteration for Production	None	Own
Conduct Production import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to Agency	Own	None
Deploy fully configured and imported master EnerGov database into the Production environment	None	Own
Provide onsite pre and post production support	Participate	Own
Define support logistics and schedule	Own	Advise
Assist customer as production issues arise	Participate	Own
Provide technical and functional user support	Participate	Own
Develop and maintain post-production issues list in	Participate	Own

SharePoint		
Ensure key/critical personal are present and available to participate	Advise	Own
Other tasks as identified	Own for respective team	Own for respective team
Deliver Production & Production Support Stage Sign Off to Agency	Own	None
Return Production & Production Support Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of Production & Production Support Stage

Each stage, as established above, is designed to provide a point at which a full review of the stage objectives is assessed for completeness. When a stage is complete, a Work-Acceptance Form (see SOW Attachment A) is completed and signed by the Customer signifying acceptance of that stage and the beginning of the next stage. Each stage is dependent on the results of the previous stage and therefore, each stage of the methodology cannot begin until the previous stage is completed and approved.

*DATA CONVERSION (see tasks associated with data transfer, above)

One of the more difficult aspects of software transition revolves around data conversion. Optionally, data can be entered into a new system manually but the time, expense and accuracy of this method falls short of most project requirements.

Automating the process through the use of custom written code is faster, less expensive and more accurate but creates friction points between vendor and customer.

The following criteria are applied to Data Conversion

q   Data Format

The Customer must provide data to Tyler in the Data Conversion Template Database (DCT-DB) structure. Providing data in this format will ensure that data is properly imported into the system. Data not provided in this structure will not be considered for import.

q   Data scrubbing/cleansing

Any data scrubbing should be done by the customer prior to populating the DCT-DB. Data scrubbing and cleansing is not included in the EnerGov proposal.

q   Required Fields

There are certain fields in the EnerGov software which are required fields, and we cannot write records to the EnerGov master DB without populating these columns. Sometimes, these required fields will not be available in the legacy source data, so a simple default value can be written to the DCT-DB to fulfill the NOT NULL constraint.

q   Custom Fields

Most legacy systems will have some attribute fields that are not specified in the corresponding master table within DCT-DB. In the EnerGov software, we will refer to these as custom fields. Within each module, there

will be a child table for such custom fields. Since these are specific to the legacy system(s), the Customer may add columns to these tables in DCT-DB to accommodate any needed custom fields in the migration.

q **Parsing data**

Address Data: Tyler does not parse out address information for optimization purposes. Rather the customer is responsible to deliver the address information in the requested (preferred format). Tyler will import the address data delivered (format) and map the fields to the best possible location in the EnerGov system. Tyler is not responsible for cleanup of inconsistent addressing.

Phone Numbers: Phone numbers are imported in the format in which the data is delivered to Tyler. Tyler is not responsible for cleanup of inconsistent numbering or sequencing.

Individuals / Names: Individual names are imported in the format in which the data is delivered to Tyler. Tyler is not responsible for parsing out single name fields into First, Last, Middle, Company, etc.

Contacts Data: If contact data is not keyed in such a way that each instance of a person has one, and only one, contact record (the record with all of their attributes such as name, address, company, phone, etc.) in the data source, then the contacts associated with a record will typically be imported into a general information tab rather than into the EnerGov Enterprise Contacts Manager.

q **Business-Specific Rules**

Business specific rules are handled in the software configuration process and cannot typically be mapped within the Data conversion process. This includes but is not limited to EnerGov Intelligent Objects and EnerGov Case Workflows.

q **Calendars & Scheduling**

EnerGov software can import scheduled hearings and meeting details; however any data residing on an actual calendar control is excluded from the scope of the data conversion.

INVOICING AND CUSTOMER SIGNOFFS

Tyler will invoice monthly for resources consumed against each stage. Tyler will not invoice for any resources required outside of the project budget without a signed and approved change order from the customer. Customer is responsible for signing off on the hours consumed in accordance with project requirements. An approved Change Order is required if additional hours are needed or scope is changed.

KEY PROJECT ASSUMPTIONS

- Customer and Tyler shall review their responsibilities before work begins to ensure that Services can be satisfactorily completed.

- Customer will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.

- Customer will provide work space for Tyler Services for work completed on Customer premises.

- Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation Tyler will provide newer releases of the software that meet or exceed the version available at contract signing. After Go-Live, the Customer is responsible for installing newer releases. Release notes are provided for all new versions.

- Customer will maintain primary responsibility for the scheduling of Customer employees and facilities in support of project activities.

- Customer shall provide Tyler with network access for remote installation and testing through industry standards such as Virtual Private Network (VPN) or other secure access methods.

- Customer will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.

- Customer is responsible for proper site preparation, hardware, software and network configuration in accordance with Tyler specifications.

- Customer has, or will provide, access licenses and documentation of existing system to which Tyler will read, write or exchange data.

- Customer has, or will provide, a development/testing environment for import and interface testing as they are developed by Tyler.

- Tyler shall be responsible for implementing a functioning version of the application software (assuming Customer has installed the proper hardware, software, and networking devices).

- Tyler will provide Customer with a weekly status reports that outline the tasks completed. Tyler will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed (from customer) to complete the tasks, a current or updated version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates) as needed.

- Tyler personnel shall attend executive project review committee meetings (internal) as needed.

OUT OF SCOPE

- Any custom software enhancements such as; undocumented enhancements to source code

- Resource hours that extend scope. (Additional hours must be approved through a Change Order.)

- Post System Acceptance Configuration.   System Acceptance requirements are met at the completion of System Acceptance (Stage 5). Any changes requested of the Tyler implementation team to alter the configuration, post System Acceptance, must be documented through a Change Order and may incur additional costs. Customer has access to all built-in configuration tools is free to reconfigure or create new configuration as required or desired.

RISK / MITIGATION STRATEGY

Unavailability/Incompatibility of Staff

Risk: Tyler recognizes that individuals assigned to projects may become unavailable due to various causes. Further, Tyler recognizes that individuals sometimes clash for reasons of incompatibility. Tyler schedules team members based on all the projects to which those individuals are assigned.   Unavailability may occur due to unforeseen circumstances such family matters or their departure from Tyler employment. Incompatibility creates intolerance in project objectives and tasks and creates unnecessary delays and can lead to project failure if not corrected.

Mitigation: In the event a Tyler project member is determined to be unavailable, Tyler manager will consult with customer on alternatives such as a temporary replacement or substitute of the person. Likewise a similar response is expected from the Customer if their team member is unavailable.

Incompatibility is addressed first through attempts to resolve the compatibility issues between individuals. Failing resolution, team members must be replaced. In the event a Tyler team member is determined to be incompatible, Tyler will replace with a new team member and provide time to orient to the project before assuming their respective responsibilities.

Agency Staff Availability

Risk: Delays in the project timeline will occur if appropriate Customer staff is unavailable to meet with or respond to Tyler for timely decisions and or directions. Tyler recognizes that individuals assigned to projects may become unavailable due to various causes. .   Unavailability may occur due to unforeseen circumstances such family matters or their departure from Agency employment.

Mitigation: In the event a Agency project member is determined to be unavailable, Agency's manager will consult with Tyler on alternatives such as a temporary replacement or substitute of the person. Customer should insure that staff assigned to this project is given sufficient priority and authority to work with Tyler while completing other Customer responsibilities in a timely fashion. Decisions must be made in hours and days, not weeks.

Scope Changes (aka - Scope "Creep")

Risk: Poorly defined projects always take longer than expected or cost more than expected because of poorly defined scope at the beginning of the project.

Mitigation: Both parties must insure that the scope of the project is well stated and completely defined to the best of each party's knowledge. Functional requirements should be reviewed carefully to insure completeness. Change Orders are required to document any subsequent impact on schedule and/or costs.

Activity Focus

Risk: Sometimes associated with efforts that lead to Scope Changes, Activity Focus is a risk that minor activities consume time that should be dedicated to major activities of the project with the end result that time and/or costs overruns budget. Examples include meetings of little substance or that go longer than they need or time consume investigating undocumented functionality or other activities not in scope.

Mitigation: Project Managers for both Parties must guard themselves to avoid focus drift by insuring the focus is squarely on meeting deadlines, services, and configuration requirements of the implementation as planned and documented in the planning, assessment and definition stages.

Incomplete Legacy, Interface Documentation

Risk: During the project certain third party documentation will be required for such tasks as interface development and import of legacy data and others.

Mitigation: Customer should insure that APIs for interfacing to other systems is available to Tyler and that legacy data imports are known in advance of need.

Achievable Goals

Risk: The expectation of this project are set too high or are not explicit or clear to Customer Staff and thus not communicated to Tyler through Functional Requirements and clearly stated scope.

Mitigation: The parties must insure, through the Contract and Task Orders that the goals of the project are explicit, well defined and attainable and that both parties have "signed off" on the requirements

Technology Age

Risk: This risk is highly dependent on the choice of Tyler products and whether the Customer is hosting any of those products. If the Customer will be hosting its own then the technology utilized should be robust enough for several years into the future. Technology that barely meets minimum requirements today will be insufficient as the system and needs of the system grow.

Mitigation: Tyler will assist Customer in determining optimal technology and plans to guard against pre-mature obsolescence.

CRITICAL SUCCESS FACTORS

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored. These factors are critical in setting expectations between the Customer and Tyler, identifying and monitoring project risks, and promoting strong project communication.

- Knowledge Transfer - While Tyler cannot guarantee specific expertise for Customer staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the Customer. It is critical that Customer personnel participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization. After completion of the production phase, the Customer will be responsible for administering the configuration and introduction of new processes in the Tyler system.

- Dedicated Customer Participation – Tyler fully understands that Customer staff members have daily responsibilities that shall compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the Customer acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler shall communicate insufficient participation of Customer and Tyler resources as well as the corresponding impact(s), through Project Status Reports.

- Acceptance Process – Acceptance must be based on criteria. The objectives and tasks of each stage of a project provide the basic criteria by which to judge acceptance of a stage is to be granted. Within each stage additional criteria will be developed by team members on which to judge future stages. For example, System Acceptance (Stage 5) will be based on criteria developed in earlier stages.

  As resource are consumed, Tyler shall provide the Customer with a Work Acceptance Form (see SOW Attachment A) to formalize receipt. The Work Acceptance Form is subsequently signed by the appropriate Customer stakeholder(s), and faxed or emailed to Tyler. Timely and honest acceptance is required to maintain project momentum. Failure to properly establish acceptance criteria or failure to accept a properly completed stage will cause delays in the project.

  In an effort to ensure quality and complete satisfaction with each stage of the project, Tyler's professional services division has established the following rule: A Signed Work Acceptance Form (see SOW Attachment A) is required upon completion and customer-acceptance of the resources consumed on the project. Stage signoff is also required before proceeding to the next stage in the process. A change to any of the resources dedicated to any of the stage processes requires a change order in order to reallocate to any subsequent stages.

- Managing Project Scope - In an effort to implement the project on time and within budget, both Tyler and Customer agree to limit the software and professional services to only those items identified in this Statement of Work. Expanded scope results in additional costs. The implementation services scope for the Tyler products and departmental configuration services are formalized the approved project

definition documentation ("PDD") defined during the Assess and Define stages of the project. Functional software requirements are defined by the functional requirements matrix (if provided in the RFP and responded in the affirmative by Tyler and included in the contract or this SOW) and by the customer's due diligence assessment and are not included within the system configuration / project scope.

Change Orders for additional items outside the scope of the defined project requirements must be submitted in advanced and signed by project stakeholders before work can be accomplished on those items.   Likewise, reductions of the defined scope will also require a Change Order.

FUTURE AMENDMENTS TO SCOPE

Future changes in the project scope, beyond the capability of a Change Order, will assume the appropriate processes outlined in this Statement of Work, unless future scope changes require a different or modified process. If no new Statement of Work is required, then new functionality and payment requirements are provided for in an amendment to the initial Agreement.

PROJECT MANAGEMENT

Tyler performs ongoing project management services throughout the implementation in order to plan and monitor execution of the project. Project Management includes the following tasks:

- Project plan management using Microsoft Project
- Project document management using Microsoft SharePoint
- Issue log management and escalation
- Status reporting
- Change order management
- Project workspace management
- Resource management
- Executive project oversight via Executive Director and Project Review Committee

By mutual agreement some project management tasks are shared between the Tyler Project team and the Customer Project Manager/Stakeholders.

STAFFING

Tyler will provide resumes for all Tyler staff working on site. Tyler will replace Customer requests for on-site staff changes upon written request to Tyler providing an explanation of the reason for replacing a staff member. Tyler will not replace onsite staff without advance notice and good cause. Replacement staff must be approved in advance by Customer. Staffing is allocated during the Planning & Initiation phase. Only key project sponsors (implementation director / executives, etc) are capable of being determined and included within the SOW/Contract.

PROJECT SCHEDULE

Upon execution of the contract, the parties will subsequently collaborate during the project planning and initiation stage to determine a start date for services to be rendered. Upon initiation of these services, Tyler

shall work with Customer to collaboratively define a baseline or preliminary project schedule/plan. Given the fact that project schedules are working documents that change over the course of the project, Tyler shall work closely with Customer to update, monitor, agree, and communicate any required changes to the project schedule.

Development Tools

No special development tools are required for the EnerGov Software. The EnerGov source code is not accessible (unless through the requirements of an Escrow Agreement).

With the exception of the development of new reports, the configuration tools are built-into the software and the customer has full access. The Tyler implementation staff will use these same configuration tools to setup the EnerGov system. Administrator training includes the use of the configuration tools.

Crystal Reports. EnerGov reports are developed in Crystal Reports. Any changes in the reports included with the software or the development of new reports does require a licensed copy of Crystal Reports. Tyler recommends this function be reserved for System Administrators or designated staff who have the skills and the necessary access to the EnerGov software.

The EnerGov system includes a built-in Crystal Report reader so they, if authorized to view reports, do not require Crystal.

Documentation

Tyler-provided documentation

Over the course of the staged implementation lifecycle, the Tyler project team will provide stage-specific documentation in a range of formats (both editable and non-editable). Examples include:

- Data Collection docs (MS Excel) for configuration
- Data Mapping docs (MS Excel) for data conversion
- ERDs & Data Dictionaries for IT (PDF and CHM)
- API Documentation (PDF)
- Training Documentation Templates (MS Word and MS PowerPoint)
- Release Notes for Service Packs (PDF)
- Other documentation as required for the specifics of the project.

Customer-provided documentation

A definitive list of Customer-provide documentation is not possible until all aspects of the implementation are determined, usually in the beginning stages of the project. Certainly, customer's assistance in completing the Tyler-provided forms and requests for configuration information is essential to a successful project

Documentation originated by the Customer includes:

- Application Programming Interface documents (API's) for any third-party software system to which the EnerGov software will interface and exchange data
- Import data documentation and in a format suitable for import into the EnerGov System (please see section titled Data Conversion)
- Workflow documentation on the Customer's current business processes
- Copies of pertinent ordinances or other controlling authorities

- Fee Schedules

- Copies of existing permits, licenses, other documents presented to the public and expected to be derived from the EnerGov Software

SOW ATTACHMENTS

SOW Attachment A – (Sample) Work Acceptance Form This form provides the means for the Customer to accept work provided or provide reason for denial of a work.	SOW Attachment A - Work Acceptance For
SOW Attachment B – (Sample) Change Order Form Any change in the project must have a completed and approved Change Order.	SOW Attachment B - Change Order Reque
SOW Attachment C - Hardware / Software Requirements This document provides the recommended hardware/software requirements for the Tyler system. Performance using systems which do not meet these requirements may not have expected performance levels.	SOW Attachement C - EnerGov System Re
SOW Attachment D – Customer Roles-Skills This document defines the roles and skill expectation of the Customer in order to make the project progress as efficiently and effectively as possible.	SOW Attachment D - Customer Roles.doc
SOW Attachment E – Custom Programming Requests This document provides the means for defining a custom programming request for any modification to the Tyler source code. NOTE: Custom Programming requests require an Impact Fee of $10,000 in addition to other associated costs.	SOW Attachment E - Custom Programming
SOW Attachment F – Custom Report Programming Requests A specified number of hours may be allocated for Custom Report requirements if necessary. During the project these are defined and developed. Resources are allocated for this purpose. Additional custom reports and/or additional allocation of resources may be requested through the use of this form.	SOW Attachment F - Custom Report Reque
SOW Attachment G – Data Conversion Template Database (DCT-DB) Data Model This document represents the data model or ERD for the respective sections of the Data Conversion Template Database.	SOW Attachment G - Data Conversion Tem

SOW Attachment H – Data Conversion Template Database (DCT-DB) Guidelines

> This document serves as a guideline/overview of the Data Conversion Template Database and the processes it takes from initial delivery to the customer through final data import into the production system.

SOW Attachment H -
Data Conversion Tem

Exhibit E
MYGOVPAY/VIRTUAL PAY

1. <u>MyGovPay/VirtualPay Licensing</u>. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies *(Powered by BankCard Services Worldwide),* designed for Citizen Users to use for processing online payments.

(a) <u>Special MyGovPay/VirtualPay Definitions</u>.
"BCSW" means BankCard Services Worldwide, a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.
"Merchant Agreement" means the agreement between Customer and BCSW that provides for the Merchant Fees.
"Merchant Fees" means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.
"MyGovPay" means the Product of Tyler Technologies that allows members of the public to pay for Customer's services with a credit or other payment card on the Customer's citizen-facing web portal.
"Use Fees" means the Technology Fees, Authorization Fees and Program/Convenience Fees as listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay* .
"VirtualPay" means the Product of Tyler Technologies that allows the Customer to accept and process citizen user's credit or other payment card using the EnerGov Software.

(b) <u>Conditions of Use</u>. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:
(1) Customer must apply for and agree to a Merchant Agreement with BCSW.
(2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.
(3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.
(4) Customer agrees that this Agreement does not represent any modification to Customer's Merchant Agreement with BCSA.
(5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.
(6) Customer agrees that MyGovPay's and VirtualPay's ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. <u>MyGovPay/VirtualPay Fees.</u> Customer agrees that the Use Fees set forth on the following page will apply if Customer elects to use MyGovPay/VirtualPay.

Use Fees

EnerGov's MyGovPay (Online / card-not-present payments)**

	MyGovPay (Online Payments)	**MyGovPay (Online Payments)**
	Percentage Based Fee	+ Transaction Fee
Option 1: **Government Entity Paid**	- **0.14%** - **Interchange, Dues &** **Assessments** @ Pass-Thru	$0.10
Option 2: **Patron Paid**	N/A	N/A

**ACH processing is available for a fee of $20 per month and $0.30 per transaction.

EnerGov's VirtualPay (retail card present)

	VirtualPay (Retail Payments)	**Virtual Pay (Retail Payments)**
	Percentage Based Fee	+ Transaction Fee
Option 1: **Government Entity Paid**	- **0.14%** - **Interchange, Dues &** **Assessments** @ Pass-Thru	$0.10
Option 2: **Patron Paid**	N/A	N/A

Patron Paid fees will be communicated as "Service Fees" to the cardholder, at the time of transaction. In the event that the average transaction amount is below $30, we reserve the right to apply an additional $0.20 service fee above the quoted rates above.

3. <u>Interactive Voice Response ("IVR")</u>. If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

(a) <u>Network Security</u>. Customer acknowledges that a third-party is used by Tyler Technologies to process IVR data. Customer's content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers' content is or will be transmitted or stored.

(b) <u>Content</u>. Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.

(c) <u>Lawful Purposes</u>. Customer shall not use the IVR system for any unlawful purpose.

(d) <u>Critical Application</u>. Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicate care or other emergency services.

(e) <u>No Harmful Code</u>. Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.

EXHIBIT F(1)
TYLER RESPONSE TO CITY DEMO FOLLOW-UP QUESTIONS

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RESPONSE FOLLOWS ON NEXT PAGE

EXHIBIT

F(1)
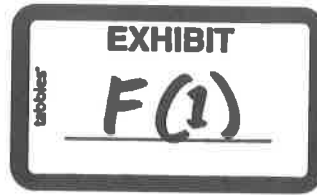
Tyler responses to the City of McKinney's demo follow-up questions

1. **Can you please provide a detailed description of how the parcel records in your system table relates to the parcel layer in SDE?**

   a. **Tyler response:** As a GIS-based application Tyler-EnerGov® consumes parcel information in *real-time* from the agency's SDE via ArcGIS Server Map Services. This includes *parcel data* from a polygon-based parcel feature class and *address data* from a point-based address feature class. Therefore, in the Tyler-EnerGov environment, ArcGIS is the *sole* authoritative data repository of parcel information (i.e. we <u>do</u> <u>not</u> <u>copy</u> / <u>replicate</u> or <u>maintain</u> this data in a separate EnerGov "parcel table" that must be constantly updated like other *non* GIS-based systems).

   b. Additionally, as was demonstrated during the demo, Tyler-EnerGov captures snapshots of parcel polygon data at the "case or record level" (i.e. permit development plan, license, code enforcement case etc.). Utilizing the EnerGov History Service, this data is actually written to a polygon-designated history feature class inside of ArcSDE. This component is indispensable because it maintains a record of case activity across time regardless of whether a parcel is subjected to splits, recombines etc. over time.

   c. Please see additional GIS information attached in a separate document.

2. **Can you also describe how you ensure integrity between parcel records in your system and SDE?**

   a. **Tyler response:** As noted above, Tyler-EnerGov® consumes parcel information in *real-time* from the agency's SDE via ArcGIS Server Map Services and does not copy / replicate or maintain this data in a separate Tyler-EnerGov "parcel table." As a result of this GIS-based model, maintaining the integrity of parcel data is a non-issue for the Tyler-EnerGov application – it is consuming real-time parcel data from the agency's ArcGIS.

3. **The CIS (Customer Info System used for Utility Billing) module operates with SunGard NaviLine (SDE) software. GIS enters addresses that feed into the City's billing system. Describe the integration that would exist between your Land Management software and NaviLine (SDE) for the address data.**

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a. **Tyler response:** As noted above, Tyler's preferred method for parcel, address and other property-related feature consumption is via ArcGIS Map Services. Under this model, Tyler-EnerGov would query ArcGIS via "live-link" for real-time, accurate and up-to-date address information.

4. **Describe your process for importing financial data (cash receipts) from your software into NaviLine (SDE) Financials.**
    a. **Tyler response:** Most financial systems will not allow other vendors to write payment / transaction data directly to their RDBMS. As such, when interfacing with 3rd party financial systems we typically utilize one of the following methods: 1) *"Staging or Integration Database"* Approach in which payment / transaction data is exported from EnerGov to the "staging database" and subsequently imported into the financial system or 2) *"ASCII File Export" Approach* which operates according to the same principle as the staging approach (i.e. ascii file is created from EnerGov and subsequently picked up by the financial system and posted to the GL).
    b. A real world example of the "staging approach" from an interface that we developed with PeopleSoft for the City of Cedar Rapids, IA has been included in a separate attachment.

5. **Are new versions and future enhancements part of the maintenance fee?**
    a. Tyler response: Yes

6. **Can you please revisit your proposal, validate that the pricing is accurate (that there are no conflicts in the data you provided) and provide your "best and final offer" based on the City of McKinney's statement of work?**
    a. Tyler response: BAFO attached in this communication.
    b. In collaboration with the City of McKinney, Tyler will prepare a professional services statement of work and project work plan as part of the contract negotiation process. The project plan will accurately depict the roles and responsibilities of both parties and the methodology with which the project will be rolled out.

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EXHIBIT F(2)
TYLER RESPONSE TO CITY DEMO FOLLOW-UP QUESTIONS

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RESPONSE FOLLOWS ON NEXT PAGE

Tyler responses:

- Explain how Tyler will handle 3.6.
  - Tyler-EnerGov supports individual users adding to a favorites list, allowing them to set modules they visit frequently up for rapid navigation. Additionally, through use of the EnerGov Dashboard, users may see information related to cases assigned to them and jump right out to those cases from the dashboard. Users may also use inherent windows commands for data entry (ctrl+c, ctrl+v, ctrl+x, etc)
- Explain how Tyler will handle 3.72
  - Tyler-EnerGov utilizes fee schedules, driven off of effective dates, to provide updates to fee rates. All fees generated within the system may have one or many fee scheduled associated with the fee to distinguish the fee rates over time. These fees will then be tied to a fee template, which associates the fee through conditions and applications to permits/licenses.
- Explain how Tyler will handle 3.98
  - Tyler-EnerGov allows users to generate permits from existing permits through the workflow, in case wrong permit types were initially selected.
- Explain how Tyler will handle 4.27
  - Tyler-EnerGov's GIS information is pulled directly from the City's GIS. Any address searched within the EnerGov system is consumed from the City's GIS layer preventing duplication. Additionally, users, based on user role securities, may be prevented from manually adding addresses into the system.
- Explain how Tyler will handle 4.38
  - History of previous addresses may be viewed in the history at the case level.
- Explain how Tyler will handle 4.48
  - By utilizing the advanced searching features, users may search for all records related to a specific address. Additionally, at the parcel manager level, a user may search by address, parcel information, or parcel owner information and see all cases related to that property.
- Explain how Tyler will handle 4.55
  - By making use of EnerGov's custom field engine, information that is not captured in inherent fields may be entered into custom fields. In addition, EnerGov tracks zoning, districts, conditions, and links to attachments of any kind on individual records.
- Explain how Tyler will handle 4.56
  - EnerGov maintains a comprehensive history log so that all modifications to system data are captured and stored each case respectively.
- Explain how Tyler will handle 4.85
  - By making use of EnerGov's custom field engine, information that is not captured in inherent fields may be entered into custom fields. All of this information would be collected on the case generated related to hazardous materials.
- Explain how Tyler will handle 5.9
  - Within the parcel manager, EnerGov tracks parcel contacts where multiple parcel owners may be referenced.

- Explain how Tyler will handle 6.36
  - Full employee time tracking and management is a native function of all modules within the EnerGov System.
- Explain how Tyler will handle 6.37
  - Full employee time tracking and management is a native function of all modules within the EnerGov System. Additionally, items created through the workflow will receive a date/time stamp for beginning and ending of each step.
- Explain how Tyler will handle 6.38
  - EnerGov supports increasing accuracy of resources and timeframe forecasts, but does not currently add this information to a baseline data point. This could be handled through a custom report through scoping and analysis.
- Explain how Tyler will handle 6.39
  - Holds can be configured to be a range of alerts and can be a simple notice or a severe stop action hold based on business requirements. Each sequence of a hold is tracked for history on the record and has time, date, comment, and user data associated with hold. Additionally, notifications may be sent through Intelligent Automation processes to individual users notifying them of the due date.
- Explain how Tyler will handle 6.48
  - EnerGov does not currently have anything for scheduling next available hearings automatically. If this is deemed important, EnerGov may address this as a critical feature and provide a strategy for added this functionality.
- Explain how Tyler will handle 6.75
  - Batch updating of conditions is done through an Intelligent Automation processes based on a set of conditions to trigger the sign-off.
- Explain how Tyler will handle 7.21
  - EnerGov provides a standard integration with MS Outlook via Exchange Server 2010 or higher for the purposes of synching calendar based activities (Inspections, Meetings, Hearing, Tasks, etc.) to user's Outlook calendars.
- Explain how Tyler will handle 7.22
  - Tyler-EnerGov supports rerouting inspections through manage my inspections form and through the iG Inspect application, but not through a calendar interface.
- Explain how Tyler will handle 7.23
  - Tyler-EnerGov does not support Microsoft Outlook calendar appointments in the EnerGov calendar, but could do so if deemed important for an additional cost.
- Explain how Tyler will handle 7.32
  - Tyler-EnerGov supports re-scheduling inspections through manage my inspections form and through the iG Inspect application, but not through a calendar interface.
- Explain how Tyler will handle 7.34
  - Tyler-EnerGov supports adding inspections to permit types automatically based on the business rules determined during the assess/define phase.

- Explain how Tyler will handle 7.45
  - Tyler-EnerGov does not currently schedule by group codes. The theory behind the EnerGov scheduling is that inspections will automatically be associated to the correct permits and scheduling will be done automatically based on zoning, workloads, and inspector types.
- Explain how Tyler will handle 7.58
  - EnerGov supports on-line requests and IVR appointments for inspections. Plan review appointments may also be requested on-line. These options may also be done through a mobile device.
- Explain how Tyler will handle 7.78
  - EnerGov supports handling scheduling in a variety of ways. Each inspection type has an estimated time allotted configured. Each item review has its own number of days until due. Other tasks assigned in the system may have its own configuration of how long each individual task will take.
- Explain how Tyler will handle all of 9. Capital Improvement Program.
  - Through the EnerGov Project Module, Capital Improvement Programs may be tracked from pre-application reviews to the final permit's inspection. It houses a place for sub-projects, permits, and plan reviews. Custom fields may be tied to each project, permit and plan associated to the project, individually. Attachments may also be tied directly to the individual levels.
- Explain how Tyler will handle 11.1.19
  - Tyler-EnerGov offers an API that will allow the City or a 3rd party to do the integration.
- Explain how Tyler will handle 12.28
  - Tyler-EnerGov supports generating custom reports designed by the City to pull requested information from the EnerGov system and display in formatted fashion.
- Explain how Tyler will handle 12.38
  - Mailing labels are a standard report from the GIS Viewer within the Tyler-EnerGov system. These labels may be generated and printed directly from the reports viewer.
- Explain how Tyler will handle 12.39
  - Tyler-Energov supports report automation and automated email distribution through use of IAAs.
- How are customers and end-users authenticated and how is access controlled?
  - Customers and end-users are both authenticated through use of a username and password, which they will be able to create themselves. Customers have the ability to register for an account online, but must be approved and linked to a global contact in the back-office before having access online. End-users are created by the system administrator or other high-profile users with adequate privileges to create users. These new users may change their passwords upon login.

- How can some data be made available to the public (everyone) and other data be made available to only those with sufficient rights to the data?
  - End-users within the Tyler-EnerGov system will only be given access to modules and/or case types that they are affiliated with. Additionally, publically accessible information is at the complete discretion of the City to determine which documents, modules, and case types are available for public viewing..
- Can customers submit requests anonymously?
  - Yes, requests may be submitted online, anonymously.
- How is the quality and integrity of street names, addresses, parcel and geospatial info maintained and kept up-to-date?
  - The quality and integrity of all geographically related information is only as up-to-date as the City's GIS as it is consumed by the EnerGov product. So if the information is coming directly from the county, the information is as up-to-date as the county's records.
- Does Tyler have a CRM as part of this solution?
  - Tyler-EnerGov does support a central contact repository that housing information relating to all customers that do business with the City.
- Provide Server requirements for the Application Server, Database Server and Web Server for a virtual environment.
  - Refer to the hardware requirements section in our response
- Please provide reasons why a server requires the MS Office to be installed.
  - The EnerGov product does not require MS Office to be installed. The only reason for MS Office would be to export data from EnerGov to MS Office or export report to Office products.
- Is the application certified for the Windows 2012 R2 Server? If not, when?
  - Tyler-EnerGov is certified for the Windows 2012 R2 Server.
- Is the application certified for the Windows 8 Client? If not, when?
  - Our Windows 8 version for mobile inspections is currently available for our early adopter customers and expected to be Generally Available to all customers from the Windows store in Fall 2014. A Windows 8 version for mobile code enforcement is expected in early 2015
- Please provide all types of smart devices the application can be supported on (i.e. Android)?
  - iPad and Window's Tablet currently
- Please provide references of cities or companies that had successfully converted SunGard(HTE) land management to EnerGov(Tyler)
  - Hallandale (Not live), Yuma, Athens, Milton & Sioux Falls.
- Please provide reference of cities or companies that you had successfully integrated to SunGard(HTE) financial from EnerGov(Tyler).
  - Tyler-EnerGov does not have any previous experience integrating with SunGard(HTE) financial, but has integrated with other financial systems and are confident that we could integrate with this system if deemed necessary.

- Please provide references of cities or companies that had successfully converted SunGard(HTE) IVR to EnerGov(Tyler)
  - EnerGov may have installed IVR for clients that have come from HTE, but there's no conversion process for this.
- If there are customization that is required and since this system is developed on a .net framework, is it possible for the customer to develop.
  - EnerGov provides the ability to run Intelligent Objects(condition driven automation) to trigger external assemblies.
- Since the application will provide a debugger tool, will there be technical training?
  - Yes, Tyler-EnerGov can offer technical training as an extra option as this is not part of the core training.
- Do you support HTML5?
  - Yes, EnerGov's Mobile App's are written in C & HTML5. EnerGov will begin our complete HTML5 transition in 2015, which will be over multiple phases over a few years to ensure stability.