Contract No.: 2018-0122

LICENSE AND SERVICES AGREEMENT

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

WHEREAS, Tyler (as successor-in-interest to New World Systems) and Client are parties to an agreement having identification number C19621 and dated May 28, 2004 ("2004 Agreement") under which Tyler licensed to Client certain New World ERP software;

WHEREAS, Tyler (as successor-in-interest to New World Systems) and Client are parties to an Additional Software License Agreement dated January 28, 2015 ("2015 Agreement") under which Tyler licensed to Client certain New World Fire software; and,

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

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

SECTION A – DEFINITIONS

- **"Affiliated Organization"** means a government entity separate from you, but which will have access to the New World Public Safety software detailed in Schedule 2 of Exhibit A and licensed to you under this Agreement. Permissible Affiliated Organizations are listed in Schedule 2 of Exhibit A. Your authorized representative may request additional government entities be added as Affiliated Organizations at any time by providing written notice to us. An authorized representative is a person with the authority to bind you contractually. Section I(15) notwithstanding, notice of this request may be by email to your Tyler account representative. Upon our written acceptance of your request, the proposed government entity will become an Affiliated Organization under this Agreement.
- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means **CITY OF DULUTH, a Minnesota Municipal Corporation**.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.

- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit G.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation, as successor-in-interest to New World Systems.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

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

1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties except as provided in Section 5, below, as it relates to allowing access by Affiliated Organizations.

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

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

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

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

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

5. Affiliated Organizations for the New World Public Safety software.

5.1 Access by Affiliated Organizations. We will permit you to grant each Affiliated Organization access to the New World Public Safety software hosted from your servers. You understand and agree that you are solely responsible for making the New World Public Safety software available to any Affiliated Organizations, and that we do not warrant, and are not responsible for, the performance of your servers or any Affiliated Organization's access thereto.

5.2 Application of this Agreement. Each Affiliated Organization must abide by the terms and conditions of this Agreement. You will notify us immediately of any breach hereof by an Affiliated Organization accessing the Tyler Software hosted from your servers.

5.3 Termination of Access of an Affiliated Organization. You agree to deny an Affiliated Organization's access to the New World Public Safety software upon written notice from us that the applicable Affiliated Organization has violated the terms of this Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment

Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

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

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and

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

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

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

SECTION E – THIRD PARTY PRODUCTS

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

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

2. <u>Third Party Software</u>. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

   2.1 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

   2.2 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. <u>Third Party Products Warranties</u>.

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

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

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

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

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

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

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within forty-five (45) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

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

2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

3. Force Majeure. Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of

termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees; provided, however, you would be entitled to a pro-rated refund of prepaid but unused maintenance fees in the event of a Force Majeure event under this Section G(3).

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

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

1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

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

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

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

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

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

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

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

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

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 through the duration of the project, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

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

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

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

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

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

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

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

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

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

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

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

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

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

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

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

such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;

(b) a party receives from a third party who has a right to disclose it to the receiving party; or
(c) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law. We agree to provide you with reasonable assistance, cooperation and information as necessary under applicable law, including but not limited to the Minnesota Government Data Practices Act codified in Chapter 13 of the Minnesota Statutes.

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

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

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

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement. This Section I(21) does not apply to the Client’s ability to add an Affiliated Organization under this Agreement.

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

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process for New World Public Safety Software
Exhibit D	Third Party End User License Agreement(s)
Exhibit E	Professional Services
	Schedule 1: Data File Conversion Assistance
	Schedule 2: Customer Requested Standard Software Enhancement/Modifications And/or Custom Software
Exhibit F	Additional Terms for Brazos Hosted Components
	Schedule 1: Service Level Agreement for Brazos Software

	Schedule 2: Support Call Process for Brazos Software
Exhibit G	Statement of Work
	Schedule 1: Sample Gantt Chart
	Schedule 2: Sample Project Plan

[SIGNATURE PAGE FOLLOWS]

Contract No.: 2018-0122

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

Tyler Technologies, Inc.

By:_______________________________________

Name:____________________________________

Title:_____________________________________

Date:_____________________________________

City of Duluth, a Minnesota Municipal Corporation

By:_______________________________________
Mayor

Date:_____________________________________

By: ____________________________________
City Clerk

Date: __________________________________

Countersigned:

By: _____________________________________
City Auditor

Approved as to form:

By: _____________________________________
City Attorney

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

Address for Notices:
City of Duluth
411 West 1st Street, Room 107
Duluth, MN 55802
Attention: Wayne Parson,
Chief Financial Officer

Exhibit A
Investment Summary

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

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new world
a tyler public safety solution

Date:	9/26/2018
Quote Expiration:	11/12/2018
Quote Name:	Duluth LERMS & FR
Quote Number:	2018-25546-3
Quote Description:	LERMS.Mobile.FBR (w.Brazos)

Sales Quotation For
City of Duluth Police Department
2030 N Arlington Ave
Duluth , MN 55811-2030
Phone: +1 (218) 730-5020

Tyler Software and Related Services

Description	License	Discount	License Total	Year One Maintenance
Law Enforcement Records Management System				
New World Multi-Jurisdictional Law Enforcement Records	$68,640	$34,320	$34,320	$7,207
Clery Reporting	$20,000	$10,000	$10,000	$2,100
Federal UCR/IBR	$20,000	$10,000	$10,000	$2,100
Alarm Tracking and Billing	$15,000	$7,500	$7,500	$1,575
Animal Tracking	$15,000	$7,500	$7,500	$1,575
Career Criminal Registry (parolee, sex offender)	$10,000	$5,000	$5,000	$1,050
Case Management	$10,000	$5,000	$5,000	$1,050
Field Investigations	$10,000	$5,000	$5,000	$1,050
Gang Tracking	$15,000	$7,500	$7,500	$1,575
Gun Permits and Registrations	$10,000	$5,000	$5,000	$1,050
Inventory (LERMS)	$15,000	$7,500	$7,500	$1,575
Narcotics Management/Intelligence	$15,000	$7,500	$7,500	$1,575
Orders of Protection	$15,000	$7,500	$7,500	$1,575
Property Room Bar Coding	$10,000	$5,000	$5,000	$1,050
Citizen Reporting Interface	$18,000	$9,000	$9,000	$1,890
On-Line Property Checks Interface to State/NCIC	$11,000	$5,500	$5,500	$1,155
On-Line Orders of Protection Interface to State/NCIC	$11,000	$5,500	$5,500	$1,155
On-Line Global Subjects Interface to State/NCIC	$11,000	$5,500	$5,500	$1,155
On-Line Wants and Warrants Interface to State/NCIC	$11,000	$5,500	$5,500	$1,155
On-Line Impounds Interface to State/NCIC	$11,000	$5,500	$5,500	$1,155
Accident Interface (supports Brazos)	$0	$0	$0	$0
Ticket Writer Interface (Supports Brazos)	$0	$0	$0	$0
Tyler Content Manager (TCM)	$22,500	$0	$22,500	$4,725
Mobile				
New World Mobile Messaging Server	$70,000	$35,000	$35,000	$7,350
LE Dispatch/Messaging/State/NCIC (65)	$26,000	$13,000	$13,000	$2,730
New World Field-Based Reporting Server	$50,000	$25,000	$25,000	$5,250
LE Field Reporting (Federal Standard) (110)	$44,000	$22,000	$22,000	$4,620
In-Car Mapping / AVL (65)	$9,750	$4,875	$4,875	$1,024
Other Software				
Workstation License	$0	$0	$0	$0
Law Enforcement Records Management Data Mart / Includes 10+ users	$20,000	$10,000	$10,000	$2,100
LE Records Management Dashboards	$16,000	$8,000	$8,000	$1,680
Brazos				
Device Level Interface: New World Mobile	$0	$0	$0	$0
Interface: New World Records Mgmt System	$0	$0	$0	$0
Interface: CMS - Minnesota BCA	$6,348	$1,270	$5,078	$1,333
Brazos Hosting Fee	$0	$0	$0	$5,089
Brazos Interface - MNDOT Crash	$6,348	$1,270	$5,078	$1,333
Brazos Site License (Up to 150 devices)	$60,000	$0	$60,000	$12,600
Sub-Total:	*$652,586*	*$281,235*	*$371,351*	*$83,606*
Less Discount:	*$281,235*			*$78,517*
TOTAL:	**$371,351**		**$371,351**	**$5,089**

Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Project Management	1	$55,360	$0	$55,360
Custom Damion Case Export (one-way)	1	$17,600	$0	$17,600
High Availability System Assurance and Software Installation (2 environments)	1	$15,080	$0	$15,080
Tyler to Tyler Interface Installation Fee	1	$8,700	$0	$8,700
Custom TriTech Mobile Interface (two-way)	1	$48,000	$0	$48,000
Custom TriTech Incident Import (one-way)	1	$14,400	$0	$14,400
Decision Support Software Implementation Fee	1	$4,350	$0	$4,350
Services to Update Existing GIS	1	$15,000	$0	$15,000
Report Refresher Training (Includes up to 3 days on-site)	1	$5,800	$0	$5,800
Citizen Reporting Interface Installation Fee	1	$2,320	$0	$2,320
On-Line Orders of Protection Installation Fee	1	$3,480	$0	$3,480
On-Line Global Subjects Installation Fee	1	$1,160	$0	$1,160
On-Line Property Checks Installation Fee	1	$3,480	$0	$3,480
On-Line Wants and Warrants Installation Fee	1	$3,480	$0	$3,480
On-Line Impounds Installation Fee	1	$2,320	$0	$2,320
Accident Interface Installation Fee	1	$8,700	$0	$8,700
Ticket Writer Interface Installation Fee	1	$2,320	$0	$2,320
LERMS Configuration (up to 2 counties)	1	$13,050	$0	$13,050
LERMS Training (10 trainers ea.)	1	$8,700	$0	$8,700
LERMS Go-Live (standard)	1	$4,350	$0	$4,350
Law Enforcement Mobile Messaging and Field Based Reporting Configuration (up to 10 agencies)	1	$14,500	$0	$14,500
Law Enforcement Mobile Messaging and Field Based Reporting Training (10 trainers ea.)	1	$4,350	$0	$4,350
Law Enforcement Mobile Messaging and Field Based Reporting Go-Live	1	$8,700	$0	$8,700
Brazos Project Mgmt (plus per diem as needed if not remote)	1	$6,000	$0	$6,000
Brazos Set Up & Config	1	$25,000	$0	$25,000
Brazos Training	3	$1,000	$0	$3,000
Brazos Standard Crash Training Package	2	$1,500	$0	$3,000
Brazos Travel and Living Expenses	1	$7,500	$0	$7,500
Brazos State Compliant Crash Report Config and Set Up	1	$5,500	$0	$5,500
Conversions				$32,600
TOTAL:				**$347,800**

Third Party Hardware, Software and Services

Description	Quantity	Unit Price	Total Price	Unit Maintenance	Year One Maintenance
Embedded Third Party Software	1	$26,500	$26,500	$5,565	$5,565
Esri Mobile In-Car Mapping unit(s)	65	$150	$9,750	$32	$2,048
LexisNexis Desk Officer Reporting System - 2 Years (Hosted Solution)	1	$34,560	$34,560	$0	$0
LB3603 / Brother, PocketJet, USB Cable	50	$11	$550	$0	$0
LB3691 / Brother, PocketJet, Car Adapter	50	$23	$1,150	$0	$0
LB3788-CASE / Brother, Paper, Perforated roll, 6 rolls per case	20	$69	$1,380	$0	$0
PJ763 / Brother, Printer	50	$393	$19,650	$0	$0
Property Room Bar Code Kit	1	$4,350	$4,350	$0	$0
Red Hat Enterprise Linux Server (3-year subscription)	1	$2,500	$2,500	$0	$0
3rd Party Hardware Sub-Total:			*$29,580*		*$0*
3rd Party Software Sub-Total:			*$70,810*		*$7,613*
Less Discount:					*$7,613*
TOTAL:			**$100,390**		**$0**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$371,351	$83,606
Total Tyler Services	$347,800	
Total Other Costs	$0	
Total Third Party Hardware, Software and Services	$100,390	$7,613
Travel and Living Expenses	$44,000	
Summary Total	**$863,541**	**$91,219**

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Quantity	Unit Price	Extended Price
Law Enforcement Records Management System			
Property Conversion (One Source)	1	$6,750	$6,750
Data File Conversion			
Data Conversion Analysis and Assessment	1	$4,000	$4,000
Base Conversion (One Source); Master Files including Master Name (Jackets); Addresses; and Narratives / Includes one source of data. Does not include everything the Name is linked to (e.g. tickets, arrests, etc.)	1	$16,000	$16,000
Address Re-Verification	1	$5,850	$5,850
TOTAL:			**$32,600**

Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8.1/10 32/64 bit or later is required for all client machines. Windows Server 2012/2016 and SQL Server 2012/2014/2016 are required for the Application and Database Server(s).

New World product requires Microsoft Windows Server 2012/2016 and SQL Server 2012/2016, including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Customer is responsible for any third-party support.

Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Customer in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Customer at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Customer is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Customer in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.

All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.

When Custom interface is included, Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

Unless a Workstation License is included, New World Law Enforcement Records includes 30 licenses.

Federal UCR/IBR includes edits, reports and electronic submission.

AVL requires third-party GPS hardware.

Configuration and end user training for Decision Support Software to occur after Client has been live for 3 months or longer on an application. Classes are limited to 10 trainees maximum; service and travel costs will be incurred for additional classes.

Reporting Refresher Training assumes training of existing users, not new users. Classes include up to 3 days on-site training and are limited to 10 trainees maximum; service and travel costs will be incurred for additional classes.

New World Virtual Message Switch (VMS) requires Red Hat Enterprise Linux Operating System Ver.7 with an active Red Hat Standard Subscription Support Agreement. Virtual machine specifications must meet minimum requirements provided by Tyler. Supported Tyler Public Safety releases include 10.2 SP13 (or higher), 2017.1, 2017.2 and 2018.1 (or higher). Virtual Message Switch solution currently not available to customers in AZ, NJ and San Diego Co., CA due to specific County/State requirements.

Other than for Mobile Software, a Workstation License for up to 500 users is included for the Exhibit A Licensed Standard Software. The Workstation License includes the following agencies as authorized users:

- Duluth Police Department, MN
- University of Minnesota, Duluth Police Department, MN
- Proctor Police Department, MM
- Hermantown Police Department, MN
- Virginia Police Department, MN
- Gilbert Police Department, MN
- Eveleth Police Department, MN
- Chisholm Police Department, MN
- Ely Police Department, MN
- Babbit Police Department, MN
- Brietung Police Department, MN
- Hoyt Lakes Police Department, MN
- St. Louis County Sheriff's Department, MN

Tyler to Tyler Interface services is for connection to St. Louis County Odyssey Court Manager.

New World Mobile requires NetMotion or an equivalent technology not included in this Investment Summary.

Exhibit B
Invoicing and Payment Policy

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

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

1. Tyler Software.

   1.1 *License Fees*: License fees will be invoiced 100% on the Effective Date.

   1.2 *Subscription Fees*: Your initial subscription fees, as identified in Exhibit 1, are invoiced when we make the product available to you. Subsequent subscription fees for Red Hat are renewable directly through Red Hat Support (renewals@redhat.com).

   1.3 *Maintenance and Support Fees (including Esri and Embedded Third Party Software)*: Year 1 maintenance and support fees are waived one (1) year from the Effective Date. Years 2 through 4 maintenance and support fees, at the rate listed in the Investment Summary, are payable one year from the Effective Date. Year 5, at the rate listed in Exhibit C, will be invoiced annually in advance of the anniversary thereof. Subsequent maintenance and support fees, at our then-current rates, are invoiced annually in advance of each anniversary thereof.

2. Professional Services.

   2.1 *Implementation, Professional Services (including training), Project Management and Travel and Living Expenses*: Services will be billed and invoiced in the following amounts and upon the following milestones:

Milestone Activity	Amount
Complete and Approve Project Plan (Step 3, Task D)	$ 15,000
Complete System Hardware Setup and Install Licensed Software (Step 4)	$ 15,000
Complete Configuration of Software (Step 5, Task B)	$ 15,000
Brazos Set-Up, Configuration and Project Management	$ 50,000
Conduct On-site Conversion Mapping Activity and Initial Conversion Run (Step 5, Task E)	$ 16,300
Sign-off on Custom Damion Interface (Step 5, Task F)	$ 8,800
Sign-off on Custom TriTech Mobile Interface (two-way) (Step 5, Task F)	$ 24,000
Sign-off on Custom TriTech Incident Import (one-way) (Step 5, Task F)	$ 7,200
Conduct User Training (Step 7)	$ 15,000

Conduct Go-Live (Step 8)	$ 63,070
Conduct Reliability Testing (Step 9, Task C)	$ 63,070
Project Management - Invoiced $3,460/monthly over 16 months	$ 55,360
TOTAL	**$ 347,800**

3. Other Services and Fees.

    3.1 *Brazos Hosting Fees:* Hosting fees for the Brazos software are invoiced annually in advance, beginning on the Effective Date. Year 1 fees are at the rates set forth in the Investment Summary. Subsequent annual fees will be at our then-current rates.

    3.2 *LexisNexis Hosted Solution (CopLogic)*: Your initial fees for LexisNexis are for two (2) years, as identified in Exhibit 1, and will be invoiced upon go-live. Subsequent monthly fees for LexisNexis are renewable directly through LexisNexis Support.

4. Third Party Products.

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

    4.2 *Third Party Software Maintenance (excluding Esri and Embedded Third Party Software)*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

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

5. Expenses. The service rates in the Investment Summary include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

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

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

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

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

   B. Rental Car

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

   C. Public Transportation

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

   D. Parking & Tolls

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

3. Lodging

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

   “No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

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

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

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

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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

Exhibit C
Maintenance and Support Agreement

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

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for five (5) years. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term.

2. Maintenance and Support Fees. Your maintenance and support fees for the Tyler Software are listed below, and your payment obligations are set forth in the Invoicing and Payment Policy.

Term	Amount
Year 1	Waived
Year 2	$86,130
Year 3	$86,130
Year 4	$88,714
Year 5	$91,375

   We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within forty-five (45) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone); Emergency 24-hours per day, 7 days per week, telephone support for New World Public Safety mobile software. After 9:00 p.m., the New World mobile phone support will be provided via pager and a support representative will respond to mobile service calls within 30 minutes of call initiation.

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

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

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

4. <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 cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

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

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

   (a) All infrastructure executing Tyler Software shall be managed by you;
   (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) You will perform daily database backups and verify that those backups are successful.

6. <u>Other Excluded Services</u>. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

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

Exhibit C
Schedule 1
Support Call Process for New World Software

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference http://www.tylertech.com/client-support for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

(a) **Priority 1**: *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

(b) **Priority 2**: *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

(c) **Priority 3**: *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.

Exhibit D
Third Party End User License Agreement

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END USER LICENSE AGREEMENT
RED HAT® ENTERPRISE LINUX® AND RED HAT APPLICATIONS

PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE USING SOFTWARE FROM RED HAT. BY USING RED HAT SOFTWARE, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS END USER LICENSE AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS END USER LICENSE AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT USE THE RED HAT SOFTWARE. THIS END USER LICENSE AGREEMENT DOES NOT PROVIDE ANY RIGHTS TO RED HAT SERVICES SUCH AS SOFTWARE MAINTENANCE, UPGRADES OR SUPPORT. PLEASE REVIEW YOUR SERVICE OR SUBSCRIPTION AGREEMENT(S) THAT YOU MAY HAVE WITH RED HAT OR OTHER AUTHORIZED RED HAT SERVICE PROVIDERS REGARDING SERVICES AND ASSOCIATED PAYMENTS.

This end user license agreement ("**EULA**") governs the use of any of the versions of Red Hat Enterprise Linux, certain other Red Hat software applications that include or refer to this license, and any related updates, source code, appearance, structure and organization (the "**Programs**"), regardless of the delivery mechanism.

1. **License Grant.** Subject to the following terms, Red Hat, Inc. ("**Red Hat**") grants to you a perpetual, worldwide license to the Programs (most of which include multiple software components) pursuant to the GNU General Public License v.2. The license agreement for each software component is located in the software component's source code and permits you to run, copy, modify, and redistribute the software component (subject to certain obligations in some cases), both in source code and binary code forms, with the exception of (a) certain binary only firmware components and (b) the images identified in Section 2 below. The license rights for the binary only firmware components are located with the components themselves. This EULA pertains solely to the Programs and does not limit your rights under, or grant you rights that supersede, the license terms of any particular component.

2. **Intellectual Property Rights.** The Programs and each of their components are owned by Red Hat and other licensors and are protected under copyright law and under other laws as applicable. Title to the Programs and any component, or to any copy, modification, or merged portion shall remain with Red Hat and other licensors, subject to the applicable license. The "Red Hat" trademark and the "Shadowman" logo are registered trademarks of Red Hat in the U.S. and other countries. This EULA does not permit you to distribute the Programs or their components using Red Hat's trademarks, regardless of whether the copy has been modified. You may make a commercial redistribution of the Programs only if (a) permitted under a separate written agreement with Red Hat authorizing such commercial redistribution, or (b) you remove and replace all occurrences of Red Hat trademarks. Modifications to the software may corrupt the Programs. You should read the information found at http://www.redhat.com/about/corporate/trademark/ before distributing a copy of the Programs.

3. **Limited Warranty.** Except as specifically stated in this Section 3, a separate agreement with Red Hat, or a license for a particular component, **to the maximum extent permitted under applicable law, the Programs and the components are provided and licensed "as is" without warranty of any kind, expressed or implied, including the implied warranties of merchantability, non-infringement or fitness for a particular purpose.** Red Hat warrants that the media on which the Programs and the components are provided will be free from defects in materials and manufacture under normal use for a period of 30 days from the date of delivery to you. Neither Red Hat nor its affiliates warrants that the functions contained in the Programs will meet your requirements or that the operation of the Programs will be entirely error free, appear or perform precisely as described in the accompanying documentation, or comply with regulatory requirements. **This warranty extends only to the party that purchases subscription services for the Programs from Red Hat and/or its affiliates or a Red Hat authorized distributor.**

4. **Limitation of Remedies and Liability.** To the maximum extent permitted by applicable law, your exclusive remedy under this EULA is to return any defective media within 30 days of delivery along with a copy of your payment receipt and Red Hat, at its option, will replace it or refund the money you paid for the media. **To the maximum extent permitted under applicable law, under no circumstances will Red Hat, its affiliates, any Red Hat authorized distributor, or the licensor of any component provided to you under this EULA be liable to you for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Programs or any component, even if Red Hat, its affiliates, an authorized distributor and/or licensor has been advised of the possibility of such damages. In no event shall Red Hat's or its affiliates' liability, an authorized distributor's liability or the liability of the licensor of a component provided to you under this EULA exceed the amount that you paid to Red Hat for the media under this EULA.**

5. **Export Control.** As required by the laws of the United States and other countries, you represent and warrant that you: (a) understand that the Programs and their components may be subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("**EAR**"); (b) are not located in a prohibited destination country under the EAR or U.S. sanctions regulations (currently Cuba, Iran, Iraq, North Korea, Sudan and Syria, subject to change as posted by the United States government); (c) will not export, re-export, or transfer the Programs to any prohibited destination or persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorization(s); (d) will not use or transfer the Programs for use in connection with any nuclear, chemical or biological weapons, missile technology, or military end-uses where prohibited by an applicable arms embargo, unless authorized by the relevant government agency by regulation or specific license; (e) understand and agree that if you are in the United States and export or transfers the Programs to eligible end users, you will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry and Security, which include the name and address (including country) of each transferee; and (f) understand that countries including the United States may restrict the import, use, or export of encryption products (which may include the Programs and the components) and agree that you shall be solely responsible for compliance with any such import, use, or export restrictions.

6. **Third Party Programs**. Red Hat may distribute third party software programs with the Programs that are not part of the Programs. These third party programs are not required to run the Programs, are provided as a convenience to you, and are subject to their own license terms. The license terms either accompany the third party software programs or can be viewed at http://www.redhat.com/licenses/thirdparty/eula.html. If you do not agree to abide by the applicable license terms for the third party software programs, then you may not install them. If you wish to install the third party software programs on more than one system or transfer the third party software programs to another party, then you must contact the licensor of the applicable third party software programs.

7. **General.** If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall not be affected. Any claim, controversy or dispute arising under or relating to this EULA shall be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions. The rights and obligations of the parties to this EULA shall not be governed by the United Nations Convention on the International Sale of Goods.

Exhibit E
Professional Services

1. Project Management Services

We shall act as Project Manager to assist you in implementing the Tyler Software. Project Management Services include:

a) Developing an Implementation Plan;
c) Providing revised Implementation Plans (if required);
d) Providing monthly project status reports; and
e) Facilitating project status meetings
   - a project review (kickoff) meeting at your location
   - progress status meeting(s) during implementation via telephone conference or at your location; and
   - a project close-out meeting at your location to conclude the project.

f) Consultation with other vendors or third parties, if necessary.

2. Implementation and Training Support Services

Implementation and training support services have been allocated for this project as described in the Investment Summary. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

a) implementation of the Tyler Software;
b) Training you or assisting with your training on the Tyler Software; and
c) tailoring of Tyler Software by our technical staff and/or consultation with our technical staff.

The project management, implementation and training support services provided by us may be performed at your premises and/or at our headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. Interface and/or Fixed Installation Services

We shall provide interface installation services as described in the Investment Summary.

Our GIS implementation services are to assist you in preparing the required GIS data for use with the Tyler Software. At a minimum, you will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal

Geodatabase, File Geodatabase, Shape Files). You are responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, we will assist you in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. We are not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Tyler Software.

4. **Hardware Quality Assurance Service**

We shall provide Hardware Systems Assurance of your.NET server(s).

a) Hardware Quality Assurance Services (High Availability Environment):
Hardware Systems Assurance and Software Installation:

- Assist with High Level System Design/Layout
- Validate Hardware Configuration and System Specifications
- Validate Network Requirements, including Windows Domain
- Physical Installation of our Application Servers
- Install Operating System and Apply Updates
- Install SQL Server and Apply Updates
- Install New World Applications Software and Apply Updates
- Establish Base SQL Database Structure
- Configure System for Electronic Customer Support (i.e. NetMeeting)
- Tune System Performance Including Operating System and SQL Resources
- Test High Availability/Disaster Recovery Scenarios (if applicable)
- Provide Basic System Administrator Training and Knowledge Transfer
- Document Installation Process and System Configuration

5. **Message Switch Operating System Assurance Service**

We shall provide Message Switch Operating System Assurance, which includes:

a) Message Switch Operating System Assurance Services:
Operating System Assurance and Software Installation Services:

- Install and update Red Hat Linux Operating System
- Build system user-ids and applicable authorizations
- Migrate all Message Switch data from the old server to the new server (if applicable)
- Verify all scripts are adjusted for new machine
- Migrate all source code from old machine to the new machine
- Compile New World Message Switch programs
- Assure Message Switch operation in the live environment
- Adjust any tables as needed during the assurance phase

Exhibit E
Schedule 1
Data File Conversion Assistance

We will provide conversion assistance to you to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to you prior to us beginning work on those newly identified files.

General

1. A data conversion analysis and assessment to verify the scope of effort for the project will be conducted. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. You may elect to cancel or proceed with the conversion effort based on the revised estimate.

2. This conversion effort includes data coming from one unique database or source, not multiple sources.

3. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by you prior to providing the data to us.

Our Responsibilities

1. We will create and provide you with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by us will commence until you approve this document.

2. We will provide the data conversion programs to convert your data from a single data source to the Tyler Software for the specified files that contain 500 or more records.

3. As provided in the approved project plan for conversions, we will schedule on-site trips to your location in order to conduct the following:

    a. Conversion Analysis,
    b. Assistance for Mapping and Testing, and
    c. Conversion Go-Live Implementation and Support

    You will be responsible for travel expenses as set forth in the Invoicing and Payment Policy.

4. We will provide you up to six (6) test iterations of converted data. One test iteration consists of:

    a. Running a conversion test in your test environment,

b. Your reviewing a conversion test and responding in writing to us (see Client responsibilities paragraph 3 below),
c. We correct or otherwise respond to issues discovered and reported by you,
d. We will conduct internal testing to verify corrections, and
e. Both parties planning for the next test iteration and/or the live implementation.

5. Tyler will provide warranty coverage for any conversion-procedure-related issue reported by Client to Tyler within thirty (30) days after the conversion is run in the live database.

Client Responsibilities

1. You will extract data from the legacy system to submit to us**.** Data will be submitted to us in one or more of the following formats:

    a. AS/400 files (SAV files),
    b. Microsoft SQL Server database,
    c. Microsoft Access database,
    d. Microsoft Excel spreadsheet,
    e. Visual Fox Pro database or similar format (.dbf files),
    f. An ASCII-format delimited text file (including embedded column headings and text delimiters), or
    g. An ASCII-format fixed-width file (along with structured column definitions in an electronic format suitable for parsing, such as a spreadsheet or document table).

    Data may be delivered using any common media or data-delivery format such as ¼-inch tape (AS400), Ultrium 1 Tape (AS/400), CD, DVD, USB device, hard drive, or FTP server.

    In the event that you request data extraction assistance from us, data extraction services shall be billed at our then-current rates, according to the Agreement.

2. You will respond to each test iteration in writing, on a form provided by us, either:

    a. Indicating acceptance that the Data Conversion Process is ready for the final conversion, or
    b. Indicating a list of changes that need to be applied to the Data Conversion Process for the next test iteration.

    Up to six (6) test iterations are provided as part of the Data Conversion Process. After the sixth (6th) test iteration, you shall pay our then-current flat fee for each additional test iteration. You will promptly review each test iteration when delivered by us. Prompt review by you will reduce the likelihood that a need for additional test iteration(s) may arise due to an extended delay between delivery of a test iteration and its review.

3. A data dictionary (data descriptors) containing all data elements must be provided to us for each file submitted with the media.

4. As provided in the project plan for conversions, you will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever our staff is on site regarding conversions. Roughly a one to one ratio exists for your commitment and our commitment. You understand that thorough and timely testing of the converted data by your personnel is a key part of a successful data conversion.

5. You agree to promptly review and signoff on both the conversion design document, and on the final conversions after appropriate review.

Only one data source for each of the files described in the Investment Summary.

Exhibit E
Schedule 2
Customer Requested Standard Software Enhancements and/or Custom Software

1. Definition

We will provide you requested standard software enhancements and/or custom software services as discussed below. You agree to cooperate in limiting the scope of those modifications and enhancements, as described below.

An analysis and assessment to verify the scope of effort for these services will be conducted. A revised estimate for the enhancements/customizations may be provided at the conclusion of the assessment. You may elect to cancel or proceed with the enhancements/customizations based on the revised estimate.

Capabilities included in the initial scope:

a) Custom Software/Interface(s)

While we will provide reasonable consultation, you are responsible for obtaining technical contacts and/or technical specifications from the third parties involved.

(1) DAMION (one-way):
Tyler Technologies will provide an interface that will export case data from New World Public Safety to Damion.

(2) TriTech Incident Import CAD Interface (one-way):
Tyler Technologies will provide an interface that will import call-for-service data from TriTech CAD to New World Public Safety incident module.

(3) TriTech Mobile Interface (two-way):
Tyler Technologies will provide an interface that will allow TriTech CAD to communicate with New World Public Safety Mobile Messenger.

(4) Tyler to Tyler Interface - Odyssey Court Manager Export
Tyler Technologies will provide an interface that will import warrant and orders of protection data from Odyssey Court Manager to New World Public Safety.

(5) Brazos-Minnesota BCA
Tyler Technologies will provide an interface that will export citation data from Tyler Brazos to MN BCA.

(6) Brazos-Minnesota Crash (MNCrash)
Tyler Technologies will provide an interface that will export crash report data from Tyler Brazos to MNCrash.

2. Methodology to Provide Enhancements and/or Custom Software

a) Our Responsibility

As part of our delivery of these services, we will:

(1) Review the required features for the items set forth in paragraph 1, above, with you.

(2) Prepare a Requirements Document (RD) to include:

- Detailed description of the required feature
- menu samples
- screen samples
- report samples

(3) Conduct the programming and programming test.

(4) Provide the associated in-scope training, testing and/or other support services.

For an enhancement or custom software requiring over seven (7) days of services, we will utilize the design document procedure described below. For enhancements or custom software that require less than seven (7) days of services, we will use a Request for Service (RFS) procedure. Both procedures are reviewed with you at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

b) Design and Development Procedure

	Activity	**Targeted Time Period**
(1)	We will work with your staff in completing the RD. You agree to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2)	We submit completed RD to you**.**	To be determined
(3)	You will review and sign off on the RD. Once you sign off on the RD, any subsequent changes must be documented along with the impact on pricing and schedule, if any. No programming will be done by us until the formal sign-off and your authorization to proceed in writing.	To be determined
(4)	We complete programming from RD and provide the associated deliverable to you.	To be determined

(5) You test software modification based on RD. To be determined

3. **Third Party Responsibilities**

a) The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.

b) We will not be responsible for making any modification in the 3rd party software to support this interface.

c) The third-party will work with us and you to test the interface.

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.

Contract No.: 2018-0122

The custom interfaces we agree to deliver to you under this Agreement are set forth in the Investment Summary and in the Interface Control Document(s) (ICD) listed below.

Interface Control Document (ICD)

Duluth, MN

Interface	**Damion Case Export**
Direction	Export
Third Party	Damion
Record Type	Case
Detailed Description	Tyler Technologies will provide an interface that will export case data from New World Public Safety to Damion The export of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World case module. No new fields will be added to the database or user screen.
Assumptions	1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP. 2. New World System will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with New World Systems and the customer to test the interface.

Interface	**Tritech Incident Import**
Direction	Import
Third Party	TriTech
Record Type	Incident
Detailed Description	Tyler Technologies will provide an interface that will import call-for-service data from TriTech CAD to New World Public Safety incident module. The import of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed

	upon protocol. The interface will be limited to fields that exist in the New World incident module. No new fields will be added to the database or user screen.
Assumptions	1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP. 2. New World System will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with New World Systems and the customer to test the interface.

Interface	**TriTech Mobile Interface**
Direction	Import & Export
Third Party	TriTech
Record Type	Call for Service
Detailed Description	Tyler Technologies will provide an interface that will allow TriTech CAD to communicate with New World Public Safety Mobile Messenger. The interface can provide the following functions: 1. CAD to New World Mobile a. Call Publication b. Dispatch Publication c. Dispatch Clear Publication d. Unit Publication e. Get All Calls Response f. Get All Units Response g. Get Call Information Response h. Unit Registration Response 2. New World Mobile to CAD a. Add Narrative to Call b. Add Person to Call c. Add Vehicle to Call d. Request All Units e. AVL Update f. Cleared Call Inquiry g. Create New Call Request h. Get Call Information Requests i. Unit Check In j. Unit Clear from Call

	The interface functions described above are dependent upon the availability of an application programming interface (API) which provides the corresponding communication and data to/from TriTech CAD.
Assumptions	1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP. 2. New World System will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with New World Systems and the customer to test the interface.

Interface	**Odyssey Court Manager Export**
Direction	Import
Tyler Application	Odyssey Court Manager
Record Type	Wants/Warrants; Orders of Protection
Detailed Description	Tyler Technologies will provide an interface that will import warrant and orders of protection data from Odyssey Court Manager to New World Public Safety The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created. The import of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World warrant and order of protection modules. No new fields will be added to the database or user screen. Interface will be via standard API functionality and exports resident in the software.

Interface	**Minnesota BCA**
Direction	Export/Import
Tyler Application	Brazos eCitation
Record Type	State Citations
Detailed Description	Tyler Technologies will provide an interface that will export citation data from Tyler Brazos to MN BCA. The interface will be based on the specific format as outlined by MN BCA with the ability to reject citations and send back to Brazos for correction and resubmission. The import of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields required by MN BCA to accept the citations. No new fields will be added to the database or user screen.

Interface	**Minnesota Crash (MnCrash)**
Direction	Export/Import
Tyler Application	Brazos eCrash
Record Type	Crash Reports
Detailed Description	Tyler Technologies will provide an interface that will export crash report data from Tyler Brazos to MnCrash. The interface will be based on the specific format as outlined by MnCrash with the ability to reject crash reports and send back to Brazos for correction and resubmission. The import of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to the fields required by MnCrash to accept the crash reports. No new fields will be added to the database or user screen.

The standard interfaces we agree to deliver to you under this Agreement are set forth in the Investment Summary and are described below.

Citizen Reporting Interface

Tyler is proposing a standard interface to Coplogic's DOR System. With this interface, each report is reviewed by an officer (or clerk) before being exported by Coplogic and imported into New World Law Enforcement RMS. Officers can be set up (within Coplogic's DOR system) to have rights to approve, modify and deny reports before they flow into the interface. The interface runs automatically without any user intervention, eliminating any rekeying of reports.

New World State/NCIC Interface

Allows authorized end-users to obtain information from their state's NCIC System directly from the New World application suite. The interface can submit an Inquiry, Entry, Modify, Clear, Cancel, Locate or Supplement if allowed by the state.

On-Line Global Subjects Interface to State/NCIC

Provides the ability to send inquiry transactions to the state's system, such as driver's license number and criminal history when a Subject/Jacket record is viewed from New World's RMS. Allows ability report things like Missing Persons, Sex Offenders and Protection Orders.

On-Line Property Checks Interface to State/NCIC

Provides users with the means to enter, modify, cancel, or clear stolen property within the property record of an Incident or Case module of the New World RMS and the State system simultaneously, as well as, inquire and locate stolen property records (items).

On-Line Wants and Warrants Interface to State/NCIC (usually County, not City)

Provides the ability to enter a warrant into the Warrant module and into the state's system simultaneously, as well as, inquire, modify, cancel, clear and locate a warrant from New World RMS software and from the state's system.

On-Line Orders of Protection Interface to State/NCIC

Provides users with the means to enter, modify, cancel, or clear Protection Orders from within the Orders of Protection module of the New World RMS and the State system simultaneously.

On-Line Impounds Interface to State/NCIC

Provides users with the means to enter, modify, cancel, or clear stolen Impounded Vehicles within the Impound Vehicles module of New World RMS and the State system simultaneously.

Ticket Writer Interface

Tyler Technologies will provide an interface that will import ticket data from Brazos to the New World Public Safety Ticket Module. The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created. The import of data will be a batch process that will occur at a frequency configurable by the customer.

Exhibit F
Additional Terms for Brazos Components

We will provide you with the Brazos components of Tyler Software indicated in the Amendment Investment Summary. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Additional Definitions. The following definitions shall apply to this Exhibit:

   1.1. **"Brazos Components"** means the Brazos software components of Tyler Software identified in the Amendment Investment Summary.

   1.2. **"Hosting Services"** means the hosting services Tyler will provide for the Brazos Components for the fees set forth in the Amendment Investment Summary. Terms and Conditions for the Hosting Services are set forth in this exhibit.

   1.3. **"SLA"** means the service level agreement applicable to the Hosting Services for the Brazos Components. A copy of Tyler's current SLA is attached hereto as Schedule 1 to this exhibit.

   1.4. **"Third Party Services"** means the services provided by third parties, if any, identified in the Amendment Investment Summary.

2. Hosting Terms for Brazos Components.

   2.1. We will either host or engage Third Party Services in order to host the Brazos Components set forth in the Amendment Investment Summary for the fees set forth therein. You agree to pay those fees according to the terms of the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Exhibit, and the other applicable terms of this Amendment. If you fail to pay those fees, we reserve the right to suspend delivery of the applicable Hosting Services after advance written notice to you of our intention to do so.

   2.2. In our sole discretion, we may elect to migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Brazos Components are transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.

   2.3. The initial term for the Hosting Services is one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms, unless terminated by either party at least thirty (30) days in advance of the upcoming renewal date.

   2.4. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support the Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.

Contract No.: 2018-0122

Exhibit F
Schedule 1
Service Level Agreement for Brazos Software

Agreement Overview

This SLA outlines the information technology service levels that we will provide to you to ensure the availability of the Hosting Services that you have requested us to provide. All other support services are documented in the applicable Support Call Process, attached hereto as Schedule 1 to this exhibit. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

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

Downtime: Those minutes during which the applicable software products are materially unavailable for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

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

Client Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. You may escalate through the hosting hotline. You will receive a support incident number. Any Downtime is measured from the time we intake your support incident.

To track attainment, you must document, in writing, all Downtime that you have experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. You must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

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

Tyler Responsibilities

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

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

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

Client Relief

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

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, your total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	**Actual Attainment**	**Client Relief**
100%	98-99%	Remedial action will be taken at no additional cost to you.
100%	95-97%	Remedial action will be taken at no additional cost to you. 4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	Remedial action will be taken at no additional cost to you. 5% credit of fee for affected billing cycle will be posted to next billing cycle

You may request a report from us that documents the preceding billing cycle’s Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

Applicability

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

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you. When maintenance is scheduled to occur, we will provide approximately two (2) weeks' advance written notice to the contact information that you supply on your notification form. When emergency maintenance is scheduled, you will receive an email at that same contact point.

Force Majeure

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

Exhibit F
Schedule 2
Support Call Process for Brazos Software

Support Channels

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

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

Support Resources

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

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

Support Availability

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

Tyler's Brazos eCitations solutions offers 24/7 support of the product and software.

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

Issue Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

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

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

Incident Escalation

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

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

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

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

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

Remote Support Tool

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

Exhibit G
Statement of Work

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STATEMENT OF WORK FOR:
City of Duluth, MN

PRESENTED BY:
Tyler Technologies

August 30, 2018

Tyler Technologies, Public Safety Solutions, 840 West Long Lake Road, Troy, Michigan 48098
248-269-1000 · 248-879-2284 fax · www.tylertech.com

Document Control Sheet

General Information

Project Name	Project Manager	Business Owner (Key Sponsor)	Provider Single Point of Contact

Document Preparation Information

Author	Date	Organization Name

Distribution and Approvals

Name	Title and Organization	Signature	Approval Date

Change History

Date	Change Description	Approved By

Table of Contents

Statement of Purpose

This Statement of Work (SOW) documents the services and deliverables, methodology, roles and responsibilities, implementation stages, for the implementation of Tyler software and services listed in the Investment Summary of the License and Services Agreement ("Agreement") between Tyler and the Client.

The software provided by Tyler will be the latest version available at the time of initial software installation and will be the product version used for production operation cutover. If a major software release occurs during project implementation, Tyler and Client will jointly review and decide if the new release should be applied to the project. Depending on this decision, the project schedule may be modified accordingly.

This SOW guides both Tyler and the Client on the primary scope, activities, and responsibilities necessary for a successful implementation. The SOW documents project implementation requirements, identifies each major task within the implementation process, sets expectations for each entity and identifies the criteria necessary for task completion.

Responsibility and Risk Summary

To complete a successful project, Client team's engagement and support is required in several areas. The responsibilities and risks are outlined below.

Project Ownership and Success

1. Project ownership is shared between Client and Tyler teams
2. Executive sponsors from Client team and Tyler will collaborate to manage through strategic issues, help drive change management and maintain consistent communication throughout the project

Client Executive Sponsor Responsibilities

1. Provide leadership and clear direction to Client project team throughout the project
2. Allocate sufficient and qualified resources to ensure a successful project
3. Confirm achievement of all milestones and deliverables after each phase of the project
4. Track progress and resolve issues during executive reviews
5. Ensure that the assigned resources adhere to timeframes and schedules
6. Partner with the Tyler Executive Sponsor to resolve any disputes that may arise
7. Work as a team with Tyler to drive and promote change and take advantage of best practices

Managing Organizational Change

1. Client is responsible for managing change within their organization
2. Users will need consistent coaching and reassurance from the leadership team
3. Client team may need to provide extra effort during the implementation period
4. Users need to understand the differences and overall benefits of the new solution
5. Client management needs to explain the differences and benefits of the new solution

Client Provisioning of a Stable Environment and Infrastructure

1. Adhere to Tyler specifications for hardware, software and infrastructure
2. Manage and maintain the necessary network bandwidth and stability
3. Adhere to industry-standard practices when managing security, network and database resources
4. Establish organization-wide policies and procedures to govern use of hardware, software and networks

Tyler Escalation Policy

1. Client identifies an issue and categorizes it as a product, project or business issue
2. Client contacts their Tyler Project Manager and provides detailed documentation of the issue

Expectations for Project Implementation

1. Project will leverage Tyler's Project Implementation Methodology (PIM)
   a. Pre-trip Reports sent 10 business days before on-site Tyler visits
   b. Schedule recurring project status and executive review meetings on a predetermined basis
   c. Review all documents provided by Tyler (pre-trip, post-trip, status reports, etc.)

2. Identify key timeframes and requirements early in the project
    a. Project start dates
    b. Milestone dates
    c. Client blackout dates
    d. Non-standard contract deliverables required for Go-Live
3. Resource scheduling will be planned and agreed to by both Client and Tyler
    a. Identified resources will be scheduled 90 days in advance
    b. Schedule changes within the 90-day period may put the project plan at risk

Managing Project Scope

1. Implementing Standard Software and Managing Project Scope
    a. Adopt best practices of the Tyler commercial off-the-shelf (COTS)software to implement and use the standard solution optimally
    b. Existing business processes may need to be modified
    c. Changing requirements or delayed sign-offs may delay project schedule and increase cost
2. Non-Standard deliverables require a signed Requirements Document (RD)
    a. RD is drafted by Client and a Tyler Solutions Consultant
    b. RD is reviewed by both Client and a Tyler Project Manager
    c. Client signs off on RD
    d. Tyler only begins development after receiving a signed RD
3. Third-Party Integration
    a. Client must gather requirements from third parties early in the project
4. Client is responsible for providing data for conversion
    a. Client is responsible for the accuracy and cleanliness of its data
    b. Tyler is only responsible for verifying technical requirements of data
    c. Data delivery from Tyler to Client is considered a “data drop” or iteration; the number of data drops are included in the Agreement

Project Roles and Responsibilities

A successful project requires effort, collaboration and coordination of both the Client and Tyler staff to successfully complete the tasks to meet the project requirements. The following tables identify the required roles and responsibilities, as applicable to the Agreement, for Client and Tyler project members.

Tyler	
Role	**Responsibilities**
Executive Sponsor	• Partner with Client Executive Sponsor • Ensure all business aspects of the project are successfully managed • Provide oversight and project guidance to Tyler Project Executive and Manager

Tyler	
Role	**Responsibilities**
Project Executive	• Provide client segment specific leadership and project guidance • Support Project Manager in successful project delivery execution • Attends periodic project status meetings at client location • Reviews project status with the Tyler Project Manager to ensure successful implementation
Project Manager	• Manage Tyler Technologies day-to-day project activities • Ensure successful delivery/receipt of contractual items • Tyler resource management • First point of contact for contract issues • Issue resolutions • Tyler senior management communications • Change order process • Project Status Reports • Go-Live stabilization • Operational turnover
System Assurance Lead	• Implementation setup and assurance • Hardware and operating system implementation • Network management • Testing (technical) • Operational documentation
GIS Lead	• GIS planning • Data review • Planning and Base Map installation • GIS Admin training
Conversion Technical Project Manager	• Data analysis & documentation • Direct development • Coordinate data value mapping • Coordinate testing
Standard Interface Implementation Consultant	• Deliver standard interfaces • Work with third parties • Test interfaces • Train System Admin on interfaces
Custom Interface Technical Project Manager	• Collect and document requirements • Work with third parties • Direct Development • Coordinate Testing • Train System Admin on interfaces

Tyler	
Role	**Responsibilities**
Application Specialists • **LERMS** • **Mobile** • **Field Reporting**	• Provide application subject matter expertise to the client(s) • Participate in each phase of the project lifecycle

Client	
Role	**Responsibilities**
Executive Sponsor	• Partner with Tyler Technologies Executive Sponsor • Ensure all business aspects of the project are successfully managed • Approve overtime if necessary
Steering / Governance Committee	• Be a vocal and visible champion for the project and accompanying change • Raise organizational risks or issues that may impact the project
Project Manager	• Manage the Client's day-to-day project activities • Ensure successful delivery/receipt of contractual items • Expected to document and escalate issues and concerns • Primary contact for the Tyler Project Manager • Review and approve implementation schedule • Final approval of Data Conversion Analysis Document • Communicate and inform management of project progress, issues and process changes • Conduct management briefings • Review and approve Tyler invoices • Coordinate and manage activities of staff in fulfilling the responsibilities within the Statement of Work (SOW) and the Agreement. • Evaluate project status and report progress • Manage scope change, communications, issues, risks and organizational change to meet project objectives • Provide leadership to project team
IT Lead / System Administrator	• Provide strategic and tactical support for Client and Tyler Project Managers • Ensure that network, servers and client (PC) environment is installed and maintained properly (i.e., hardware and system software infrastructure) • Provide daily operational support of hardware and system software infrastructure • Provide daily operational support for Tyler Software to user staff

Client	
Role	**Responsibilities**
Application Administrator	• Data mapping • Facilitate end user data validation • Initial population/ongoing maintenance of data tables • Security Permissions administration
Lead Subject Matter Experts (SMEs) ▪ **LERMS** ▪ **Mobile** ▪ **Field Reporting** ▪ **GIS** ▪ **Case Management** ▪ **Property and Evidence**	Apply functional knowledge and expertise to the definitional, planning and implementation activities of the project. • Decision-maker, workflow transition • Attend and participate in the Application Configuration sessions • Initial population/ongoing maintenance of data tables • Facilitate data and configuration validation • Convene and manage team of SMEs for training • Act as SME/support throughout training, Go Live and post Go Live

Managing Project Change (Change Control Process)

If the Scope Management Process identifies a change to the project, the Change Control Process performs the task of managing and integrating the proposed change into the project. A change request may be submitted by any project team member or stakeholder. As part of this task, the project team reviews the change request, assesses the impact of the change, plans how to execute the change, and approves or rejects the change request.

The steps for the Change Control Process are as follows:

1. Accept change requests from stakeholders per the process documented in the Project Management Plan.
2. Assess the impact of requested changes.
3. Approve or reject requested changes.
4. Revise and update the project plans, schedule, documents, and deliverables as necessary for approved change requests.
5. For approved change requests, create a formal (legally binding) Change Order.

Key considerations for the Change Control Process are as follows:

- Change requests may cover any type of change to the project, but the most frequent are changes to scope, payment schedule, or cost.
- Change may be requested by any project stakeholder.
- Change requests and approvals should be documented and describe the costs, benefits, and risks of the change.

- As part of this task, the project should assess all change requests to gauge the impact of the change across the project. The project team should understand the full impact before approving change requests.
- Some projects and clients will choose to convene a formalized Change Control Board to review and approve change requests for the project. For other projects, particularly small projects, the change requests may be approved by an individual such as the Project Sponsor.
- Approved change requests may have broad implications for the project. Plans and estimates will need to be revised; some deliverables will likely need to be modified; and project documentation, including the Project Management Plan, will need to be updated.
- This task should not be confused with organizational change management. This task focuses on changes requested for the project, such as a scope change. Organizational change management focuses on helping an organization adapt to the technology, process, and organizational changes produced by the project.
- This task is performed continuously and iteratively throughout the duration of the project whenever stakeholders raise change requests.
- Large volumes of change requests during the course of the project may itself impact the project schedule as project resources will be required to understand, estimate, and validate change requests. Tyler PM will present this as a risk should the volume be deemed to be too high.

General Assumptions

Tyler and Client will use this Statement of Work as a guide for managing the implementation of the Tyler project as provided and described in the Agreement.

1. Work will be performed at Client's location and/or Tyler's project offices and will be performed on business days during Client's normal business hours, except when both parties agree otherwise.
2. The project consists of the delivery, installation, configuration, testing, training, implementation and go-live of the Licensed Software that provides the functionality and operation described in the Agreement.
3. Additional work activities and software functionality not described in the Statement of Work or Agreement will be considered a change to this project and will require a Change Order as referenced above in the definition of the Change Control Process.
4. Training will take place during normal business days and normal business hours, which are typically between 8:00 a.m.to 6:00 p.m. Tuesday through Thursday, and may exceed eight (8) hours in duration. Nonstandard training hours may be accommodated upon mutual agreement. Training arrangement for non-participant observers may be made upon mutual agreement.
5. Client is responsible for the hardware including servers, clients, and ancillary servers supporting the Tyler applications.
6. The operation and availability of the external systems or third-party software is the responsibility of the Client and necessary for the success of the project.
7. Client is responsible for maintaining in good working order the third-party systems that it operates and that interface with Tyler software as part of this project.

Tyler Project Methodology Overview

The focus of Tyler's Project Manager, Project Management Office (PMO), services team, support team and all personnel associated with this project is to assist the Client in completing their project successfully.

Since its inception, Tyler has successfully completed thousands of Client projects and developed a standard project management methodology that is predictable, repeatable, lowers risk and maximizes Client success. This standard approach, the Tyler Project Implementation Methodology (PIM), is based upon a combination of Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK)© principles and the experience of Tyler project management in deploying public safety solutions. Modifications or deviations from the Tyler PIM will require a change order and may result in modifications to the schedule or cost.

The following diagram outlines the Tyler Project Implementation Methodology. Although the steps on the diagram are sequential, over time, steps will overlap.

The Tyler PIM is the standard process that Tyler follows for all project implementations. Projects are divided into five distinct phases during implementation:

1. **Initiation** – Conduct Start-up Activities
2. **Planning** – Create and approve the Project Plan
3. **Configuration** – Execute the Project Plan to deploy, configure, test and review the system to verify system readiness
4. **Transition** – Train users, execute go live, complete post-go live activities
5. **Closing** – Review and approve the project closure, disengage project management and formally transfer Client to Account Management team

Each phase consists of one or more steps. Each step includes:

- **Tyler responsibilities** – Tasks that Tyler staff is responsible to complete
- **Client responsibilities** – Tasks that Client staff is responsible to complete

- **Inputs (prerequisites)** – Items that must be completed prior to the start of the step and are used during the step
- **Outputs (deliverables)** – Items that must be completed and delivered during the step and are requirements in order to consider the step complete (outputs are often the inputs of future steps and must be completed to keep the project on track)

Work Breakdown Structure

The key tasks and related project deliverables that comprise the work breakdown structure (WBS) of the Project Implementation Methodology are described in detail in this document. The full WBS is embedded in the Project Schedule template (.mpp), which is used in conjunction with this methodology.

Project management occurs throughout the project and is a component of every task. Overall project management activities for both Tyler and the Client are listed here for reference.

Tyler's Project Management Team responsibilities include the following:

1. Maintaining project communications with Client's Project Manager
2. Managing the efforts of the Tyler staff and coordinating Tyler's activities with the Client's Project Manager
3. Conducting regular status meetings with the Client's Project Manager
4. Conducting regular project review meetings with the Client's Project Manager via telephone conference calls
5. Responding to issues raised by the Client's Project Manager in a timely manner
6. Preparing and submitting regular status reports
7. Preparing and submitting project Change Orders to the Client's Project Manager as necessary
8. Preparing and submitting key project milestone signoff documents to the Client's Project Manager

Client's Project Manager responsibilities include the following:

1. Maintaining project communications with the Tyler Project Manager
2. Managing the efforts of the Client's staff and coordinating Client activities with the Tyler Project Manager
3. Providing input to Tyler for creation of the regular status reports
4. Ensuring Client personnel have ample time, resources and expertise to carry out their respective tasks and responsibilities
5. Participating in the status meeting with the Tyler Project Manager monthly or as may otherwise be reasonably required to discuss project status
6. Providing responses to issues raised by the Tyler Project Manager in a timely manner
7. Serving as liaison with all Client-provided third-party vendors and associated systems
8. Ensuring that acceptable Change Orders are approved by authorized signature(s)
9. Ensuring that timely signoff of key project milestones are provided
10. Ensuring timely payment of invoices
11. Ensuring that Tyler personnel have access to server and network equipment and work areas on a 24x7 basis, with pre-authorization for off-hours
12. Providing workspace for Tyler personnel as reasonably requested

A high-level outline of the WBS is depicted on the following page.

WBS Overview

Initiation Phase	Step 1: Conduct Start-up Activities	A. Initiate Project / Deliver Licensed Software B. Perform Tyler Internal Turnover C. Conduct Project Start-Up Call
Planning Phase	Step 2: Plan the Project	A. Conduct Discovery / Planning Meeting B. Conduct Technical Services Planning Call C. Conduct GIS Planning Call D. Draft Project Plan
	Step 3: Approve the Project Plan	A. Review Project Plan B. Update Project Plan C. Finalize Project Plan D. Approve Project Plan E. Conduct Stakeholder Meeting
Configuration Phase	Step 4: Install the Standard Solution	A. Technical and System Hardware Setup B. Install Licensed Software and Complete System Setup C. Conduct GIS Setup and Training
	Step 5: Configure Standard Solution	A. Conduct Configuration Training B. Configure the Applications C. Conduct Data Conversion Analysis D. Configure Standard Interfaces E. Perform Data Conversion Development, Mapping and Testing F. Define, Develop, and Test Custom Interfaces
	Step 6: Validate Configuration	A. Validate Configuration and Workflows B. Update Configuration and Workflows C. Conduct Final Data Conversion Run D. Conduct Go-Live Planning
Transition Phase	Step 7: Conduct User Training	A. Perform End-User Training B. Perform Train-the-Trainer Training (TTT)
	Step 8: Go-Live	A. Perform Go-Live Data Conversion B. Conduct Go-Live
	Step 9: Conduct Post Go-Live Activities (when applicable)	A. Complete DSS Setup and Training B. Complete State Compliance Configuration and Assist with First Submission C. Conduct Reliability Test
Closing Phase	Step 10: Close the Project	A. Transition to Client Success Team

Repeat Steps 5 - 9 for each stage of a multi staged Go-Live

Phase: Initiation

Purpose: Engage project management, establish initial communication channels and begin planning.

Description of Phase: The Initiation Phase consists of one step. During this phase, the Tyler and Client Project Managers are assigned, and the Tyler Sales representative initiates the formal transition of the project to the Tyler Professional Services team. This team includes Executive Sponsorship, Project Management Office (PMO) governance and Project Management members. In this phase, the Professional Services team establishes a foundation for program governance and retention of project artifacts and takes ownership of Client communications and execution of the Agreement.

Step 1: Conduct Start-Up Activities

A. Initiate Project

Overview

Following execution of the Agreement, Tyler will initiate the Client's project. Internally, the Tyler PMO will establish the framework for project execution and governance (e.g., project metrics/status reporting, project artifact storage) and assign execution of the Agreement to a delivery team (e.g., Executive Sponsor, Project Manager). The Tyler Project Manager will then contact the Client Project Manager to set the date and time for a Project Start-Up conference call.

Tyler responsibilities:

1. Internally initiate the project at Tyler and establish an internal framework for governance
2. Contact Client Project Manager to schedule Project Start-Up conference call

Client responsibilities:

1. Provide availability for the call

Inputs (prerequisites):

1. Agreement (Contract)
2. Sales to Professional Services Transition Document

Outputs (deliverables):

1. Initial project framework established
2. Project Schedule Template
3. Project SharePoint site to store Project Artifacts and facilitate communication
4. Tyler delivery team is assigned (Project Manager, Executive Sponsor)

B. Perform Internal Turnover

Overview

The assigned Tyler Project Manager will coordinate and facilitate an internal turnover meeting with key staff members associated with project planning, development and implementation. Key staff members include:

- New Account Sales / Client Executive
- Project Implementation Manager
- Project Manager
- Others as needed

Tyler responsibilities:

Individual responsibilities are as follows:

Project Manager:

- Review the Agreement (Contract)
- Review the Sales to Professional Services Transition Document
- Coordinate and schedule the internal turnover meeting
- Create and distribute a meeting agenda
- Conduct the meeting
- Facilitate a discussion that defines delivery structure and proposed project schedule for this project (e.g., application configuration approach)
- Initiate the Project Management Workbook
- Document action items, issues and risks in the Project Management Workbook

Other Tyler Employees:

- The PMO will create an initial Project Plan where the WBS is aligned with the deliverables defined in the Agreement
- Each attendee will review all project-related information, i.e., Agreement, internal documentation, meeting agenda, etc.
- Attendees will prepare questions and observations requiring further discussion
- Attend meeting and discuss agenda items
- Document and follow-up on any items requiring their attention

Client responsibilities:

None

Inputs (prerequisites):

1. Sales to Professional Services Transition Document (internal document)
2. Agreement (Contract)
3. Initial Project Plan Template

Outputs (deliverables):

1. Initial Project Management Workbook
2. Initial Project Plan / Schedule (work breakdown structure)

C. Conduct Project Start-Up Call

Overview

The Project Manager will facilitate a conference call with the Client. The objectives for this call are:

1. Describe key teams / groups and identify their roles and responsibilities during the project
2. Discuss Client and Tyler expectations
3. Confirm Senior Client leadership will be required for executive project reviews and signing approval documents
4. Discuss Project Planning agenda and objectives
5. Set a date for the on-site Project Planning and discuss site preparation

Tyler responsibilities:

1. Provide an agenda for the Project Start-Up call
2. Provide a presentation deck for the Project Start-up call
3. Arrange and coordinate the Project Start-Up call

Client responsibilities:

1. Schedule Client resources to participate in the call
2. Prepare for the call and discuss agenda items during the call

Inputs (prerequisites):

1. Standard Meeting Agenda

Outputs (deliverables):

1. Project Start-Up Presentation
2. Implementation Welcome Packet
3. Date for Project Planning meeting

Phase: Planning

Purpose: Create and approve the Project Plan.

Description of Phase: The Planning Phase consists of two steps. Tyler and Client Project Managers organize the project, establish project teams, review deliverables and develop the Project Plan. They will then obtain senior management approval for the Project Plan.

Step 2: On-Site Project Planning Meeting

A. Conduct Project Planning Meeting

Overview

The Project Planning Meeting is a meeting during which the Tyler Project Manager provides the Client Project Team with an overview of the project. Tyler and the Client will establish project methods, project acceptance criteria and governance. Key topics include:

1. Review of project scope (Agreement, project methodology) with Client project management
2. Presentation of the overall implementation strategy, roles, responsibilities and keys to project success

Key meeting participants include:

- Tyler Project Manager
- Client Project Manager
- Client Subject Matter Experts (SMEs)

Tyler responsibilities:

1. Establish a framework for account management, roles and responsibilities of Tyler and Client
2. Review project methodology
3. Establish initial Project Management Workbook with Client*
    a. Roles and Responsibilities
    b. Communication Plan
    c. Risk Management Plan
    d. Initial issues / concerns
4. Review initial Project Schedule tasks

* Once compiled, documents referenced in this step will be provided to the Client for review.

Client responsibilities:

1. Prepare Client facilities for project meetings (conference rooms, audio visual equipment, etc.)
2. Coordinate meeting participation with Client staff and other key stakeholders

Inputs (prerequisites):

1. Agreement (Contract)
2. Meeting Agenda
3. Project Management Workbook

Outputs (deliverables):

1. Updated Project Management Workbook:
    a. Communication Plan
    b. Roles and Responsibilities
    c. Risk Management Plan
2. All project artifacts stored on Tyler Project SharePoint site

B. Conduct Technical Services Planning Call

Overview

The Tyler Technical Services Technical Lead will work with the Tyler Project Manager to coordinate and facilitate a conference call with the Client to address technical services planning / analysis. The key objective of this conference call is to ensure that the Client understands what information is needed for the technical services process, as outlined the Agreement for installation services, hardware quality assurance and message switch assurance.

Tyler responsibilities:

1. Technical Services Technical Lead facilitates a conference call with the Client and Tyler technical resources to address the initial technical services planning and analysis

Client responsibilities:

1. Client leadership and technical resources participate in conference call(s) to address the initial technical services planning and analysis

Inputs (prerequisites):

1. Scheduled Technical Services conference calls
2. Technical Services Conference Call Agenda
3. Technical Services Implementation Guide
4. Hardware Proposal

Outputs (deliverables):

1. None

C. Conduct Geographic Information System (GIS) Planning Call

Overview

The Tyler GIS Team will conduct a conference call with Client staff responsible for developing and maintaining the GIS data for the system. A key focus of this call will be the process for developing the GIS data for use with Tyler applications. Before the call, Tyler will introduce the parameters for the required GIS layers by providing the Client with a GIS Implementation Packet. After the call and submission of the Client’s GIS data, Tyler will review the Client’s GIS data and provide feedback on any compatibility issues.

Tyler responsibilities:

1. Coordinate a GIS conference call
2. Provide the GIS Implementation Packet prior to call
3. Explain the GIS implementation packet and the GIS data that is required

Client responsibilities:

1. Client leadership and GIS resources participate in conference call to address the initial GIS planning and analysis
2. Supply accurate GIS data in a standard esri format (shape files, personal geo-database, file geo-database, etc.) per the agreed-to project schedule
3. Review the comments and/or requested changes from the Tyler GIS Implementation Specialists related to the compatibility of the Client's GIS data with the Tyler application

Inputs (prerequisites):

1. GIS Implementation Packet

Outputs (deliverables):

1. Client provides updated GIS data to Tyler

D. Draft Project Plan

Overview

The Tyler Project Manager will update the Draft Project Plan based on project meetings and activities completed during the Planning Phase.

Tyler responsibilities

1. Update Project Plan (.mpp)

Client responsibilities

1. None

Inputs (prerequisites)

1. Initial Project Plan from PMO

Outputs (deliverables)

1. Updated Project Plan

Step 3: Complete and Approve the Project Plan

A. Review the Project Plan and Associated Documents

Overview

The purpose of this event is to review the information captured during the Planning Phase, finalize key decisions and prepare to finalize the overall Project Plan. It is important to note that the Project Plan includes all documents prepared during the Planning Phase:

1. Project Plan (.mpp)
2. Project Management Workbook:
    a. Roles and Responsibilities
    b. Communication Plan
    c. Risk Management Plan
    d. Action Items
    e. Issues
    f. Project Schedule

Tyler responsibilities:

1. The Tyler Project Manager will meet with the Client project team and review the information documented in the Planning Phase.
2. Review deliverables with custom interface technical project manager and determine appropriate schedule (If applicable)
3. Review deliverables with conversion technical project manager and determine appropriate schedule (if applicable)
4. The Project Manager will then draft and publish the Project Plan that will be submitted for approval.

Client responsibilities:

1. Help finalize the Project Plan

Inputs (prerequisites):

1. Project Management Plan documents

Outputs (deliverables):

1. Draft of Project Plan
2. Updated Project Schedule
3. Proposed Resource Schedule
4. Updated Project Management Workbook

B. Update the Project Plan

Overview

The purpose of this event is to update any information identified during the review of the Project Plan, finalize key decisions and prepare the overall Project Plan for approval.

Tyler responsibilities:

1. The Tyler Project Manager will meet with the Client project team and review the information documented in the Planning Phase.
2. The Project Manager will then draft and publish the Project Plan that will be submitted for approval.

Client responsibilities:

1. Help finalize the Project Plan

Inputs (prerequisites):

1. Project Plan documents
2. Project Schedule

Outputs (deliverables):

1. Updated Project Plan documents
2. Updated Project Schedule
3. Proposed Resource Schedule

C. Finalize the Project Plan

Overview

At this stage of the project, significant information has been gathered regarding the Client's current operations and how the Tyler application implementation needs to occur to be successful. Based on this information, a final Project Plan must be developed that maps out the activities, deliverables and deadlines required by the project team.

Tyler responsibilities:

The Tyler Project Manager will finalize the Project Plan necessary to meet the requirements of a successful implementation, while establishing clear ownership of activities, deadlines and timeframes for each step of the implementation. It is important to note that both Tyler and the Client must commit the resources and leadership necessary for a successful implementation. The Project Plan provides detailed instructions to the entire Client team and, once approved, is the plan for all project activity going forward.

1. Review with Client personnel the identified implementation tasks, priorities, inter-dependencies, team members, risks, resources and other requirements to approve the final Project Plan
2. Finalize the Project Plan and supporting documentation

Client responsibilities:

1. In tandem with Tyler project personnel, analyze identified requirements of the Project Plan and make such implementation decisions as are reasonably required to finalize the plan
2. Commit Client resources and leadership necessary to ensure adherence to the Project Plan

Inputs (prerequisites):

1. Agreement
2. Project Plan documents

Outputs (deliverables):

1. Finalized Project Plan documents, including:
   a. Resource Schedule
   b. Finalized Project Schedule
   c. Updated Project Management Workbook
2. All project artifacts stored on Tyler Project SharePoint site

D. Review and Approve the Project Plan

Overview

The objective of this task is to approve the Project Plan based upon the activities and work processes discovered during the Planning Phase. The resulting document defines the specific project tasks, timelines for completion and ownership of each activity throughout the remainder of the project.

Deliver the final Project Plan to Client:

1. Review the Project Plan with Client personnel
2. Upon mutual acceptance of the Project Plan, establish the document as the baseline for the remainder of the project
3. Review resources confirmed in the project schedule; ensure that the 90-day lock can be honored
4. Client Project Manager and Executive Sponsor sign off on final iteration of the Project Plan

Inputs (prerequisites):

1. Updated Project Plan documents

Outputs (deliverables):

1. Baselined Project Schedule
2. Confirmed Resource Plan
3. Updated Project Plan documents (stored on Tyler Project SharePoint site)

E. Conduct Stakeholder Meeting

Overview

The Stakeholder Meeting is a meeting during which the Tyler Project Manager provides the Client Project Team and other key stakeholders with an overview of the project.

1. Review of project scope (Agreement, project methodology) with Client project management
2. Presentation of the overall implementation strategy, roles, responsibilities and keys to project success
3. Review project timeline and schedule.

Key meeting participants include:

- Tyler Senior Management / Executive Sponsor
- Tyler Sales Account Executive
- Tyler Project Manager
- Client Senior Management / Executive Sponsor
- Client Project Manager

- Client Subject Matter Experts (SMEs)
- Other Client Key Stakeholders

Tyler responsibilities:

1. Provide presentation
2. Review framework for account management
3. Review roles and responsibilities of Tyler and Client
4. Review the Agreement
5. Review project methodology
6. Review Project Schedule

* Once compiled, documents referenced in this step will be provided to the Client for review.

Client responsibilities:

1. Prepare Client facilities for project meetings (conference rooms, audio visual equipment, etc.)
2. Coordinate meeting participation with Client staff and other key stakeholders

Inputs (prerequisites):

1. Agreement
2. Meeting Agenda
3. Presentation template
4. Approved Project Plan

Outputs (deliverables):

1. Stakeholder Meeting presentation

Phase: Configuration

Purpose: Execute the Project Plan to deploy, review and configure the system to verify system readiness.

Description of Phase: The Configuration Phase consists of three steps. During this phase, Tyler and Client Project Managers lead the project, coordinate project team activities, communicate direction, report on project progress and monitor resources. The team's focus during this phase is to execute the Project Plan. Client and Tyler project teams install the applications, attend Review and Configuration Training sessions, review the configuration, apply final application configuration requirements and lay the groundwork to migrate to the Tyler applications. Success requires commitment from Tyler and the Client to include necessary leadership and governance by both parties over their respective teams.

The methodology diagram indicates that each step of the Configuration Phase follows the previous step, but many of these steps occur concurrently.

Step 4: Install the Standard Solution

A. Technical and System Hardware Setup

Overview
Client and Tyler will install hardware for which it is responsible.

Tyler responsibilities
1. Assist with hardware installation as defined in the Agreement

Client responsibilities
1. Install and Configure servers on Client network

Inputs (prerequisites)
1. Hardware ordered and delivered

Outputs (deliverables)
1. Servers installed on Client network

B. Install Licensed Software and Complete System Setup

Overview
Tyler will install the Licensed Standard Software with an initial database. Installation of Mobile software (if applicable) is generally scheduled after the initial Review and Configuration Training sessions are completed, since the configuration from those applications is copied to the Mobile applications, which eliminates the need for duplicate setup and configuration. Tyler will install the client workstation software on up to three (3) workstations and train Client staff on how to complete the install. Client will be responsible for installation of all remaining software on the workstations.

Tyler responsibilities:
1. Configure the system as required

2. Install and configure the application-specific server/client software
3. Provide System Administration training for Client technical staff

Client responsibilities:

1. Provide information technology support staff on site and accessible via phone/email for knowledge transfer and to help address any concerns encountered during the system installation
2. Install and configure the client software on a maximum of three (3) workstations

Inputs (prerequisites):

1. Pre-trip report
2. Hardware installation

Outputs (deliverables):

1. Post-Trip Report including System Configuration summary
2. Test and production environments installed and ready to use
3. Additional environments installed and ready to use (if applicable)
4. All project artifacts stored on Tyler Project SharePoint site

C. Conduct Geo-File Setup and Training

Overview

Tyler will recommend procedures to support the loading of Client-supplied GIS data for use in the Tyler software and assist the Client with the initial load of GIS data.

As part of this step, Tyler will provide a GIS overview of GIS components and where they are installed and discuss a plan for updating the GIS data within the Tyler software. Clients are responsible for continuous updates of the GIS data used in the Tyler software.

The Client will need to have the appropriate esri desktop software in order to conduct the initial GIS data load and ongoing maintenance of the data. The esri software must be available for use by the Tyler GIS team to assist the Client with GIS data support.

Tyler responsibilities:

1. Receive from Client the Tyler-required GIS data per the GIS Implementation Packet
2. Receive from Client all appropriate required polygon boundary layers; this may represent Police Beats, Police Originating Agency Identifier (ORI), Fire Quadrants, Fire Department Identification Number (FDID), Emergency Medical Services (EMS) Districts and EMS ORI, Common Name, Alias, and Hydrant layer
3. Assist Client (via the GIS Implementation Specialist) in loading/importing their GIS data into the Tyler enterprise geo-database within the Tyler software; it is required that all GIS data to be used within the Tyler software be maintained in a standard esri data format (shape files, personal geo-database, file geo-database) and then loaded into the Tyler software, or the required GIS data to be maintained directly in the Tyler enterprise geo-database using esri's desktop software
4. Conduct a GIS Overview with the Client

Client responsibilities:

1. Develop initial GIS data and provide ongoing GIS data maintenance
2. Identify and make available the Client GIS point-of-contact responsible for ongoing GIS maintenance
3. Provide Tyler with the required GIS data containing address point layer (optional) and street centerline layer for the systems proposed
4. Provide Tyler with all appropriate required polygon boundary layers
5. Provide any other GIS data requested by Tyler for use within the Tyler software at the time of the initial import/load into the Tyler enterprise geo-database
6. Provide all software licenses for esri desktop software and any associated systems software and workstation equipment necessary for the initial import/load of the GIS data into the Tyler enterprise geo-database
7. Provide trained staff to make GIS data changes or corrections in support of GIS implementation
8. Responsible for the content and accuracy of the supplied GIS data

Inputs (prerequisites):

1. Pre-Trip Reports (if applicable)
2. GIS Implementation Packet
3. Client GIS Data
4. esri Desktop Software

Outputs (deliverables):

1. Post-Trip Reports (if applicable)
2. Client-supplied GIS data loaded in the Tyler standard software
3. Demonstration by Tyler that the Tyler application is working as designed with the Client GIS data
4. Overview delivered by Tyler to Client for necessary ongoing maintenance and uploading of the GIS data within the Tyler application going forward

Step 5: Configure Standard Solution

A. Conduct Configuration Training

Overview
During this event, Tyler will conduct Review and Configuration Training for designated Client SME personnel to acquire the knowledge necessary to configure the software solution. During the Planning Phase of the project it will be determined how many configuration sessions are required for each application. These sessions are not necessary for the Mobile applications as the configuration completed during these sessions are exported to the Mobile application, eliminating the need for duplicate data entry.

Tyler responsibilities:
1. Provide access to user manuals for Configuration team
2. Train Client personnel, including the system administrator, on configuration of the various contracted applications
3. Participate in workflow discussions as requested

Client responsibilities:
1. Provide and schedule necessary facilities and equipment for training sessions
2. Convene Configuration team for these Configuration sessions
3. Attend and participate fully and collaboratively in the Review and Configuration sessions
4. Identify in writing any issues regarding training delivery

Inputs (prerequisites):
1. Pre-Trip Report
2. Training materials
3. Training room with workstations running the Tyler application

Outputs (deliverables):
1. Post-Trip Report
2. User Training Plans

B. Configure the Applications (may be repeated)

Overview
The Configuration of the Applications includes reviewing the available functionality of each application and module and assisting/training the Client SMEs to:

1. Define Client workflows
2. Configure validation sets
3. Make application configuration settings
4. Set up standard forms as required for each licensed application and module

To define the Client workflows, a hands-on Configuration Review of each application is completed in a class room on computer workstations with access to the application software. Configuration Reviews are facilitated by Tyler Application Specialists for each application area. Client operations staff expert(s) on the application area attend the reviews to learn how to set up, configure, and maintain the software.

The Configuration Reviews are conducted by walking through each function within each application from the user/administrator point-of-view and examining every project configuration element as it relates to a particular process. During the review, decisions are made regarding the configuration elements and the system is setup accordingly on-the-spot where possible. In addition, homework is assigned to Client operations staff to complete additional tasks outside of the review sessions regarding definition of workflows and/or set up of the system configuration. The homework results are reviewed in subsequent review sessions with the full group.

At the conclusion of each application's Configuration Review, the application is properly configured with all related system variables fully defined and set-up.

The Configuration Reviews include:

1. Reviewing the various Client work processes and the functional relationship to the software.
2. Review of any applicable Requirements Definition documentation for Custom Enhancements and/or Interfaces regarding impacts on Client workflows.
3. Identification and documentation of any desired configuration modifications to the standard software solution (not previously contracted).
    a. Standard software applications
    b. Standard Interfaces
    c. State reporting requirements (e.g. IBR, UCR, Accident)
4. Validation of any custom modification decisions related to implementation of the standard software solution and the post-live custom requirements.
    a. Custom software modifications
    b. Custom interfaces
5. Identification of any Agency-specific reports (internal management reports, public inquiries, etc.)

Tyler responsibilities:

1. Provide access to up-to-date user manuals for Configuration Team participants.
2. Tyler's Project Manager and Application Specialist(s) will act as facilitators to lead the walk through of the Tyler standard software solution with the Client staff and train Client Staff on how to configure and set up each application.
3. The Tyler Project Manager will assist the Client Project Manager to prepare the Client team for the Configuration Reviews.
4. The Tyler Project Manager and/or Application Specialist will provide additional applicable documentation required during the review.
5. The Tyler Application Specialist will present the configured applications and facilitate an interactive exchange with the Client to review workflow and usability of the configured applications with the Client.
6. A Tyler Project Manager may participate in the Configuration Reviews, as well as in a project review meeting with the Client's senior staff.
7. The Tyler Project Manager will work with Client Project Manager to finalize the content of the User Training Plans as part of the Configuration Reviews.

Client responsibilities:

1. The Client Project Manager is responsible for preparing the Client team for the Configuration Reviews, ensuring all necessary Client team members attend the reviews, configure the system and complete homework assignments.
2. Client is responsible to make decisions regarding configuration and set up and to apply those decisions to the configuration and set up of the application software.
3. Once initial Configuration is complete for each application area, Client team leaders and SMEs will walk the Configuration team through Client workflow and policy to validate the set up and usability in the configured Tyler applications.
4. During the walk through, Client will determine any additional workflow modifications and/or minor software configuration changes required and will document in writing the list of any additional configuration changes required.
5. Client is responsible for ensuring the implementation of any workflow changes prior to rollout and training to its end-user community.
6. Provide, in writing, a list of any required non-standard Tyler reports not yet identified or included in the Agreement.
7. The Client Project Manager will work with Tyler Project Manager to finalize the content of the User Training Plans as part of the Configuration Reviews.
8. Presentation of the final configuration and set up to the Client staff: “Here’s how the system has been configured.”

Inputs (prerequisites):

1. Pre-Trip Report
2. Training materials
3. Training room with workstations running the Tyler application

Outputs (deliverables):

1. Post-Trip Report
2. Applications are configured in preparation for Training and Go-live

C. Conduct Data Conversion Analysis

Overview

The Tyler Conversion Team will conduct an analysis of the Client's current data. After the analysis, the Conversion Technical Project Manager (TPM) will review those findings with client staff who are knowledgeable on the data of the legacy systems to be converted. This review will occur at the client site and will last 3 to 5 days. In addition to reviewing the results of the data analysis, the TPM will also outline the conversion process, review current workflows, and collect screen shots of the current application.

A client subject matter expert (SME) from each application will be required to attend the on-site conversion analysis trip. Each SME will be required for 2 to 3 days during this trip.

The results of this review will be captured in the Conversion Analysis document. The client must approve this document before development of the conversion can begin.

Tyler responsibilities

1. Perform Analysis of current client data
2. Coordinate the on-site Conversion Analysis trip
3. Understand the Detailed Breakdown of Conversion services listed in the contract
4. Prepare the Conversion Analysis Document

Client responsibilities

1. Provide full data set from all current applications to be converted. Note, this must be complete during the planning phase of the project
2. Cleanse the data to be converted as required prior to providing to Tyler.
3. Attend on-site Conversion Analysis meetings as needed
4. Provide access to, or screen-shots of all applications to be converted
5. Review the Conversion Analysis Document and provide comments and/or requested changes
6. Sign Conversion Analysis Document

Inputs (prerequisites)

1. Detailed Breakdown of Conversion services
2. Full data sets from all applications to be converted

Outputs (deliverables)

1. Approved Conversion Analysis Document

D. Configure Standard Interfaces

Overview

Configure contracted standard interfaces in the Client environment. Note that final configuration of certain Standard Interfaces, as appropriate, will take place subsequent to this step.

Tyler responsibilities:

1. Work with Client to define the desired application workflow.
2. Configure the contracted standard interfaces in the Client environment.
3. Train Administrators

Client responsibilities:
1. Work with Tyler to define the desired application workflow.
2. Coordinate access to third parties as requested by Tyler to install and test the interfaces.
3. Complete integration testing for each installed interface.

Inputs (prerequisites):
1. Pre-Trip Report (if applicable)

Outputs (deliverables):
1. Post-Trip Report (if applicable)
2. Completed/Tested Standard Interfaces

E. Perform Data Conversion Development, Mapping and Testing

Overview
In parallel to the Configuration step, Tyler and Client will perform the data conversion development, mapping and testing to convert the existing data files defined in the Agreement. If additional files are identified after contract execution, the Change Order process will be used to assess requested scope modifications.

Based on the Conversion Analysis Document, the Client and Tyler will conduct the initial data conversion process. Note, no data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records or editing must take place by Client prior to providing the data to Tyler.

The conversion process is further divided into three phases:

- Conversion Development
- Conversion Data Value Mapping
- Conversion Testing

Conversion DevelopmentOverview
Based on the signed Conversion Analysis document, the Tyler conversion team will develop custom logic to convert the client's data into their NWPS databases.

Tyler responsibilities:
1. Program the data conversion per the Conversion Analysis Document.
2. Review preliminary results

Client responsibilities:
1. Provide current copy of databases to be converted
2. Provided latest copy of NWPS databases
3. Be available to answer questions regarding the structure of current data and desired location in NWPS system as needed

Inputs (prerequisites):
1. Signed Conversion Analysis Document

2. Databases to be converted
3. Current NWPS databases

Outputs (deliverables):

1. Completed conversion logic

Conversion Mapping

Overview

The Conversion Technical Project Manager will provide training and assistance to the customer for the mapping of all lookup values in the NWPS applications.

Tyler personnel will provide 3 to 5 days of onsite mapping training and support. The initial conversion test run will be executed at the end of that on-site trip. However, the client will continue to correct and add to the mappings throughout the conversion process.

Tyler responsibilities:

1. Install and configure the Tyler mapping tool on up to 10 client workstations.
2. Provide training on mapping concepts and the mapping tool.
3. Provide support or mapping activities

Client responsibilities:

1. Attend all mapping sessions while Conversion personnel is on site
2. Complete all data mapping

Inputs (prerequisites):

1. Completed conversion logic

Outputs (deliverables):

1. Completed data mappings

Conversion Testing

Overview

The Conversion Technical Project Manager will assist the client with testing of the conversion logic. All issues will be tracking using the issue tracking tool on the project management web site.

Tyler personnel will provide 3 to 5 days of onsite testing support. The goal of the onsite testing trip is to identify as many issues as possible. However, the client will continue to review and test the conversion throughout the conversion process.

Tyler responsibilities:

1. Train client on best practice testing procedures
2. Triage and track all conversion issues
3. Where possible, correct conversion logic to fix reported issues
4. Provide up to 6 test runs in the client's environment

Client responsibilities:

1. Fully test all converted modules with each test run provided.
2. Provide detailed descriptions, including screen shots, of all reported issues
3. Where needed, correct source data and mapping

Inputs (prerequisites):

1. Data Mappings
2. Conversion logic

Outputs (deliverables):

1. Completed data conversion

F. Define, develop, and test Custom Interfaces

Overview

Working with Client, Tyler will create detailed requirements documents (RD) for each custom interface. Once the RDs are approved, Tyler will development, install and assist in testing the interfaces.

Tyler responsibilities:

1. Work with customer and third-party to create requirements documents.
2. Complete development tasks for Custom Interfaces.
3. Working with Client, configure the Custom Interfaces
4. Assist Client with interface integration testing
5. Train Administrators

Client responsibilities:

1. Participate is all requirement gathering meetings
2. Provide feedback and Approve Requirements Documents (RDs)
3. Provide liaison to participating Client agency staff and third-party vendors as required supporting installation and test of interfaces to third party systems.
4. Perform end-to-end testing of the Custom Interfaces
5. Identify any concerns within fifteen (15) days of installation of custom interfaces

Inputs (prerequisites):

1. Third-party licensed software (if applicable)
2. Interface Control documents for contract

Outputs (deliverables):

1. Approved Requirements Documents
2. Tested Custom Interfaces
3. Sign-off on Custom Interfaces

Step 6: Validate Configuration

A. Validate Configuration and Workflows

Overview

During this event, Tyler will work with the Client Project Manager and SME personnel to conduct Configuration and Workflow Testing scenarios outlined in the Pre & Post Trip Reports. During the Planning Phase of the project it will be determined if this effort is completed at the conclusion of Review and Configuration Training per application, or as a separately scheduled event.

Tyler responsibilities:

1. Provide Configuration and Workflow Test Scenarios
2. Attend Configuration and Workflow Test session(s)
3. Work with Client Project Manager to address any items agreed to not be working as designed

Client responsibilities:

1. Provide and schedule necessary facilities and equipment for testing session(s)
2. Attend Configuration and Workflow session(s)
3. Identify in writing any issues that are agreed to not be working as designed

Inputs (prerequisites):

1. Pre-Trip Report

Outputs (deliverables):

1. Post-Trip Report
2. Written list of any items that are agreed to not be working as designed

B. Update Configuration and Workflows

Overview

During this event, the Client updates any configuration settings or policy decisions that are identified during the Workflow and Configuration Test as needed. The results of this effort are configured applications and clearly defined workflows.

Tyler responsibilities:

1. Provide support for the Client SME team that is applying configuration changes
2. Assist Client technology staff to address the desired application workflow for Interfaces

Client responsibilities:

1. Apply configuration changes as needed
2. Provide Client technology staff to address desired application workflows for Interfaces
3. Specify desired application workflows

Inputs (prerequisites):

1. Workflow and Configuration Test Results
2. Configuration requirements for interface operations
3. Standard and/or Custom Interfaces necessary for live operations

Outputs (deliverables):

1. Configured applications, including applicable interfaces, state requirements and field reporting

C. Conduct Final Data Conversion Test Run

Overview

In parallel to the Update Configuration Settings and Workflows step, Tyler and Client will perform the final data conversion test run and testing of the converted data files defined in the contract.

Tyler responsibilities:

1. Provide final converted test data files to Client for testing

Client responsibilities:

1. Test the converted test data set to validate for accuracy and completeness.
2. Identify any concerns within fifteen (15) days of receiving the data conversion test files. Should Client not identify concerns within the fifteen (15) day period, the data conversion shall be deemed ready for go-live.

Inputs (prerequisites):

1. Legacy data from Client
2. Current NWPS configuration

Outputs (deliverables):

1. Final Converted and Tested data

D. Conduct Go-Live Planning

Overview

Review the overall project status to ensure all requirements for the go-live event have been completed and the go-live event can occur with limited risk. Document all related issues and concerns and jointly agree, in writing, to move forward with training and transition to production.

Tyler responsibilities:

1. Tyler Project Manager will review the Project Management Workbook with the Client to ensure all applicable issues and action items are addressed.
2. Assist Client to prepare the go-live Checklist.
3. Develop Conversion Cutover Plan (as part of the Go-Live Plan).
4. Final verification of Tyler resources scheduled to conduct Client go-live activities.
5. Review final Training plan with Client.

Client responsibilities:

1. Working with Tyler, review the Project Management Workbook to ensure all applicable issues and action items have been addressed to move forward with training and transition to the live environment.
2. Ensure Client team is fully committed to the go-live event and the proper governance and leadership is in place to guide the Client through a successful go-live event.
3. Assist Tyler to prepare the Go-Live Checklist.

4. Plan, schedule, communicate and coordinate all user planning, preparation and go-live tasks and events.
5. Ensure requirements for training sessions have been met and attendees have been notified of their required participation.
6. Working with Tyler, review the Training Plans to ensure training will meet the needs of the user base.

Inputs (prerequisites):

1. Completed prior steps

Outputs (deliverables):

1. Completed Go-Live Plan
2. Completed Training Plan

Phase: Transition

Purpose: Train users, execute go-live and complete post go-live activities.

Description of Phase: The Transition Phase consists of three steps. During this phase, Tyler and Client project teams review the system, verify and validate readiness for go-live, train users, cut over from legacy systems and complete post go-live requirements. Optimization of the implementation occurs throughout the transition phase.

Step 7: Conduct User Training

Overview

Tyler's Application Specialist(s) provide training to Client staff.

Tyler responsibilities:

Tyler's Application Specialist(s) will provide on-site training services to assigned Client staff using the method agreed to in the Planning Phase. These sessions will be provided via an End User and/or Train-the-Trainer (TTT) approach for applications. The two methods include the following:

A. Perform End-User Training

This training consists of a Tyler Application Specialist providing very detailed on-site training to end users of the application.

Tyler responsibilities:

1. Train Client End Users on specified applications

Client responsibilities:

1. Assign, schedule, ensure attendance and participation of appropriate staff for training sessions
2. Provide and schedule necessary facilities for training sessions
3. Ensure training facilities are set up and configured with all requisite hardware/software
4. Monitor training course attendance and ensure all users receive required training
5. Identify in writing any issues regarding training delivery, participation and execution

Inputs (prerequisites):

1. Pre-Trip Report
2. Training materials
3. Lesson Plan / User Guide

Outputs (deliverables):

1. Post-Trip Report
2. Delivery of all training courses
3. Written list of issues regarding training (provided by Client)

B. Perform Train-the-Trainer Training (TTT)

This training consists of a Tyler Application Specialist providing very detailed on-site training to Client representatives. The Train-the-Trainer course is designed to take Client-certified (either locally or by their state) trainers, train them on the Tyler software and certify that they have the knowledge to successfully train other team members. This training also includes problem-solving techniques to ensure an effortless transition with minimal interruptions during their training sessions. Additionally, students are provided with training techniques and detailed lesson plans on their specific modules.

Tyler responsibilities:

1. Train Client Trainers on specified applications

Client responsibilities:

1. Assign, schedule and ensure attendance and participation of appropriate staff for training sessions
2. Provide and schedule necessary facilities for training sessions
3. Ensure that training facilities are set up and configured with all requisite hardware/software
4. Select the Client trainers and receive the Train-the-Trainer training from Tyler
5. Train the users for each application
6. Monitor training course attendance and ensure all appropriate users receive training
7. Identify in writing any issues regarding training delivery, participation and execution

Inputs (prerequisites):

1. Pre-Trip Report
2. Training materials
3. Lesson Plan / User Guide

Outputs (deliverables):

1. Post-Trip Report
2. Delivery of all training courses

Step 8: Conduct Go-Live

A. Perform Go-Live Data Conversion

Overview
In parallel to the Execute Go-Live Preparation step, Tyler and Client will perform the go-live data conversion.

Tyler responsibilities:
1. Load final data cut from Client and Execute the go-live data conversion per the Go-Live Plan. (Typically move tested data conversion from Test Environment to Production Environment.)

Client responsibilities:
1. Assist Tyler as requested in executing the Go-Live Plan.
2. Provide final data cut for Conversion
3. Test the converted go-live data set in the Production Environment to validate for accuracy and completeness.
4. Identify any concerns as soon as possible, but no later than fifteen (15) days of Tyler running the go-live data conversion in the Production environment. Should Client not identify concerns within fifteen (15) days, the go-live data conversion shall be deemed Accepted.

Inputs (prerequisites):
1. Tested Converted Data from prior phase

Outputs (deliverables):
1. Converted Data in Production environment

B. Conduct Go-Live

Overview
With assistance from Tyler, Client goes live on applications and interfaces identified in the Agreement and documented in the Project Plan. The phased approach and order of applications for the go-live events are detailed at the beginning of this document.

Tyler responsibilities:
1. In preparation for go-live, Tyler will assist the Client to proactively verify the operational readiness of the production environment; this activity is managed by the Project Manager. Key areas that are reviewed and Tyler team members that will complete the review are:
    a. Infrastructure and related operational environment (Technical Services team)
    b. GIS review
    c. Priority Warranty Items / Release Upgrades (Project Manager with assistance from the appropriate teams)
2. Provides onsite assistance for all applications going live
3. Assist Client in preparing production server for go-live
    a. Run SQL go-live script
    b. Run final data conversion (if applicable)
    c. Set counters
    d. Other maintenance tasks

4. Tyler conducts Client turnover to Client Support
5. Tyler receives clearance for on-site staff to depart Client site

Client responsibilities:

1. Verify the operational readiness of the production environment (Tyler will assist)
2. Prepare production server for go-live (Tyler will assist)
   a. Set counters
   b. Other maintenance tasks
3. Schedule, communicate and coordinate all user planning, preparation and go-live tasks and events
4. Provide SME staff to assist with go-live for each of the applications to serve as the first line of support during the go-live period
5. Place the software into production and begin operational use in consultation with Tyler and in accordance with the Project Plan
6. Provide a detailed list of questions and issues that require explanation or resolution by Tyler at the end of each day during the go-live period

Inputs (prerequisites):

1. Pre-Trip Report
2. Standard software
3. Interfaces
4. State reporting
5. Geo-files
6. Pre go-live preparations
7. System preparation
8. Team preparation

Outputs (deliverables):

1. Post-Trip Report
2. Verification Tyler Client Support is engaged
3. Client operating live with software
4. Confirm that all project artifacts are stored on the Tyler Project SharePoint site

Step 9: Conduct Post Go-Live Activities

Overview

Some activities occur after the Go-Live, such as DSS training, UCR/IBR submissions, and Reliability Testing. To be of value, these activities require actual production data prior to completion, and are therefore completed after the system has gone live. The activities are planned during the planning phase along with all other activities.

A. Complete Decision Support Software (DSS) Setup and Training

Tyler will provide Client with implementation of licensed Decision Support Software modules and related training services.

During the Transition Phase of the project, prior to Go-live, Tyler will provide an initial training of Decision Support Software modules. The standard post Go-live Decision Support Software activities will also be provided.

Tyler responsibilities:

1. Facilitate one or more consultative session(s) (onsite) with executive command staff to discuss data needs and information requirements for decision making.
2. Lead solution design and review sessions to document and collaboratively design reporting cubes and dashboards to assist with data needs and decision making as discussed during the consultative session(s).
3. Configure and train on DSS software.
4. Provide training session(s) to provide an overview of using each DSS licensed modules including basic reporting and dashboard creation and other standard features.
5. Build Client specific reporting cube(s) and dashboard(s) as agreed upon during solution design and review.

Client responsibilities:

1. Ensure appropriate command level personnel/decision makers are available for the consultative sessions to discuss data needs and information requirements for decision making.
2. Ensure infrastructure is in place to support DSS implementation. (Generally setup in Step 4 of Configuration phase.)
3. Approve agreed upon requirements of reporting cubes and dashboards.
4. Assign, schedule and ensure attendance and participation of appropriate staff for training sessions.
5. Provide and schedule necessary facilities for training sessions.
6. Ensure training facilities are set up and configured with all requisite hardware/software.
7. Monitor training course attendance and ensure all appropriate users receive training.
8. Identify any issues in writing.

Inputs (prerequisites):

1. Pre-Trip Report
2. Training materials
3. Lesson Plan / User Guide

Outputs (deliverables):

1. Post-Trip Report
2. Delivery of all training courses
3. Written list of issues regarding training (provided by Client)

B. Complete State Compliance Configuration and Assist with First Submission

As part of normal operations, agencies are required to submit crime statistic reports to the state (IBR, NIBRS, etc.) on a monthly basis. During the transition to a new system, state agencies will work with local law enforcement agencies to develop a plan to allow the system to adopt the new technology in their environment and submit reports after a period of operation.

During the Configuration Phase of the project, Tyler works with the agency to implement state reporting rules. The first full test of these rules occurs 3 to 4 weeks after go-live to ensure the Client has accumulated sufficient data for submission to the state. State reporting and editing can be a significant challenge and to assist Clients with this event, Tyler schedules and assigns an Application Specialist to assist the Client with their first submission process post-go-live.

Tyler responsibilities:

1. Assist Client to submit initial reports (IBR, NIBRS, etc.) from the Tyler system to the State.
2. Provide consultation, guidance and/or support on issues resulting from initial submission attempts:
    a. Review infrastructure and related operational environment when there are submission issues, and provide Client with an explanation that pinpoints the source of the issue when it is unclear whether the issue is software or environmentally related
    b. Provide application configuration modifications to assist Client as determined to optimize operational workflow and support compliance reporting requirements
    c. Modify custom forms based on review of Client workflows after Client has worked with the forms in a production environment
    d. Provide spot training to Client personnel if needed

Client responsibilities:

1. Identify primary and secondary staff responsible for submission and correction of state reports.
2. Identify state contact and state testing procedures to ensure the state is prepared to assist with the analysis and evaluation of report submissions in order to expedite returns and error reporting.
3. Verify infrastructure and related operational environment. (Assistance provided by Tyler Systems Assurance team.)
4. Verify application configuration, compliance adherence and custom software modifications. (Assistance provided by Tyler Systems Assurance team.)
5. Build compliance test plan.
6. Test all forms and compliance submissions.
7. Document all test results.
8. Identify in writing any suspected failures, prioritize and notify Tyler.
9. Provide access and staff support as necessary to support the Tyler activities.

Inputs (prerequisites):

1. Live System

Outputs (deliverables):

1. Completed state submission for one month

C. Conduct Reliability Test

The Reliability Test is intended to verify that the software contracted by the Client and delivered by Tyler Technologies meet reliability requirements in accordance with the Agreement between the parties. Any such process must provide that acceptance will be issued when the Tyler software operates in live production without Priority Level 1 or Level 2 Defects, as defined in Exhibit C, Schedule 1, Support Call Process in the Agreement, for 30 days following cutover to Go-Live Operations.

If any Priority Level 1 or Level 2 Defects, as agreed on by the Client and Tyler Technologies, are discovered during the 30 day period, Tyler Technologies will provide a remedy and the 30 day time period will reset.

Reliability Test is performed in the Client's live production environment.

Tyler responsibilities:

1. Respond to Client and provide remedy to when notified of reliability test issues.

Client responsibilities:

1. Notify Tyler of reliability test issues.

Inputs (prerequisites):

1. Live Production System

Outputs (deliverables):

1. Completed Reliability Test

Phase: Closing

Purpose: Review the project, approve closure, disengage project management and transition Client to the Client Success Team.

Description of Phase: The Closing Phase consists of one step. During this phase, the Tyler Project Manager reviews the project with Executive Management, closes out all remaining documentation tasks and disengages from the project. The Client Success Team assumes all responsibilities for ongoing support of the system and the Client.

Step 10: Project Closure Activities

A. Transition to Client Success Team

Overview

At the conclusion of the project, the Tyler applications are fully live and functional in the Client's environment with all required components delivered and operational. During this event, the Tyler Project Manager will schedule a formal turnover of the Client to the Tyler Client Success Team, which includes the Client Executive and Client Support Account Manager. The Client Executive introduces their department structure and reviews the services that each team provides.

Project closure will also be finalized with the Client, ensuring the Client and Tyler Support staff are aware of the overall deployment of the Tyler implementation, all questions have been addressed and exceptions are incorporated into the sign-off document.

Tyler responsibilities:

1. The Tyler Project Manager will coordinate a meeting, either via teleconference or on site, to review the project status and transition ongoing communications with the Client to the assigned Client Success Team
2. Prepare the sign-off documentation
3. The Project Manager will review all project financials to ensure all deliverables for the Agreement are delivered, invoiced and paid

Client responsibilities:

1. Provide appropriate personnel for the turnover meeting
2. Provide a location for the turnover meeting
3. Project Closure sign-off
4. Complete payment for all amounts described in the Agreement

Inputs (prerequisites):

1. Professional Services to Client Support Project Transition Document
2. Agenda
3. Scheduled meeting
4. Open item list and corresponding release delivery plan
5. Project Closure sign-off template

Outputs (deliverables):

1. Verification that Account Management is engaged to support the Client

2. Project Closure sign-off

Exhibit G
Schedule 1
Sample Gantt Chart

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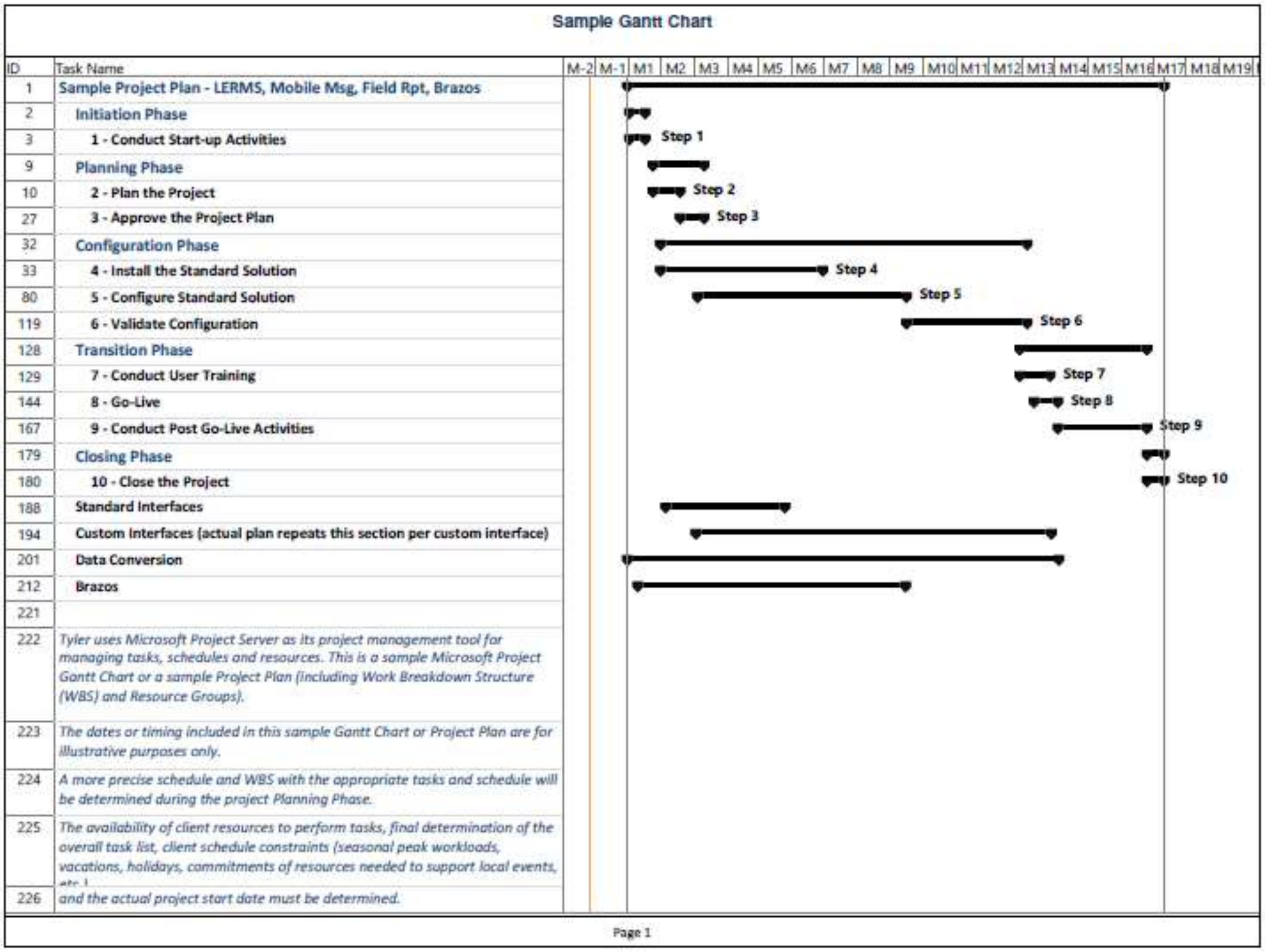
Sample Gantt Chart
ID
Task Name
M-2 M-1 M1 M2 M3 M4 M5 M6 M7 M8 M9 M10 M11 M12 M13 M14 M15 M16 M17 M18 M19
1 Sample Project Plan - LERMS, Mobile Msg, Field Rpt, Brazos
2 Initiation Phase
3 1 - Conduct Start-up Activities
Step 1
9 Planning Phase
10 2 - Plan the Project
Step 2
27 3 - Approve the Project Plan
Step 3
32 Configuration Phase
33 4 - Install the Standard Solution
Step 4
80 5 - Configure Standard Solution
Step 5
119 6 - Validate Configuration
Step 6
128 Transition Phase
129 7 - Conduct User Training
Step 7
144 8 - Go-Live
Step 8
167 9 - Conduct Post Go-Live Activities
Step 9
179 Closing Phase
180 10 - Close the Project
Step 10
188 Standard Interfaces
194 Custom Interfaces (actual plan repeats this section per custom interface)
201 Data Conversion
212 Brazos
221
222 Tyler uses Microsoft Project Server as its project management tool for managing tasks, schedules and resources. This is a sample Microsoft Project Gantt Chart or a sample Project Plan (including Work Breakdown Structure (WBS) and Resource Groups).
223 The dates or timing included in this sample Gantt Chart or Project Plan are for illustrative purposes only.
224 A more precise schedule and WBS with the appropriate tasks and schedule will be determined during the project Planning Phase.
225 The availability of client resources to perform tasks, final determination of the overall task list, client schedule constraints (seasonal peak workloads, vacations, holidays, commitments of resources needed to support local events, etc.)
226 and the actual project start date must be determined.
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Exhibit G
Schedule 2
Sample Project Plan

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Sample Project Plan

ID	Task Name	Duration	Resource Names
1	**Sample Project Plan - LERMS, Mobile Msg, Field Rpt, Brazos**	**356.13 days**	
2	**Initiation Phase**	**11 days**	
3	**1 - Conduct Start-up Activities**	**11 days**	
4	Execute Agreement	0 days	
5	Conduct Initial Customer Project Start-up Phone Call	1 day	Tyler General Mgr,Tyler Project Manager,Client,Tyler Sa
6	Email the Implementation Guide	1 hr	Tyler Project Manager
7	Deliver Licensed Standard Software	1 day	Tyler Project Manager
8	Step 1 Complete	0 days	
9	**Planning Phase**	**33.5 days**	
10	**2 - Plan the Project**	**17.38 days**	
11	**Perform Discovery**	**2 days**	
12	Perform Discovery - Project Manager	2 days	Client,Tyler Project Manager
13	Perform Discovery - Prof Srv <if needed>	2 days	Tyler Implementation Consultant
14	**Conduct Planning Calls and Meetings**	**17.38 days**	
15	Conduct On Site Project Planning	1 day	Client - PM,Tyler Project Manager
16	Draft the Initial Project Management Workbook (PMW)	1 day	Tyler Project Manager
17	Perform Initial Project Planning	1 day	Client,Tyler Project Manager
18	Conduct the GIS Conference Call	2 hrs	Client,Tyler System Assurance (GIS)
19	Conduct the Tyler Technical Services Conference Call	2 hrs	Client,Tyler System Assurance
20	Conduct the Messaging Technical Services Conference Call	2 hrs	Tyler System Assurance,Client
21	Conduct the Mobile Implementation Planning Call - Internal	2 hrs	Tyler Project Manager,Tyler Mobile Prof Svc
22	Meet with Conversion Scheduler to Develop Project Schedule	1 hr	Tyler Conv Lead,Tyler Project Manager
23	Meet with Custom Interface Scheduler to Develop Project Schedule	1 hr	Tyler Project Manager,Tyler Custom Interface Lead
24	Contact State Agency for NCIC Connection Process / Approval	1 day	Client
25	Draft the Project Plan (MPP)	2 wks	Tyler Project Manager
26	Step 2 Complete	0 days	
27	**3 - Approve the Project Plan**	**16.13 days**	
28	Obtain Tyler Management Approval of Draft Project Plan	5 days	Tyler Project Manager
29	Conduct Project Plan Review Meeting with Customer	1 day	Tyler Project Manager
30	Approve Project Plan (MPP)	2 wks	Client

Page 1

Sample Project Plan

ID	Task Name	Duration	Resource Names
31	Step 3 complete	0 days	
32	Configuration Phase	**242.25 days**	
33	**4 - Install the Standard Solution**	**106.75 days**	
34	**Complete Technical System Setup and Training**	**106.75 days**	
35	**Complete Tyler Technical System Setup and Training**	**62.25 days**	
36	**Prepare Initial Database**	**1 day**	
37	Gather State Statute source data provided by the state from the Client (if state supplies one)	1 day	Tyler Project Manager,Client
38	Provide Customer ORI Information Spreasheet to Customer	1 day	Tyler Project Manager
39	**Conduct GIS Setup and Training**	**47 days**	
40	Provide Required GIS Data to Tyler	20 days	Client
41	Preliminary Review of GIS Data - Part 1	1 day	Tyler System Assurance (GIS)
42	Update GIS Data - Part 1	10 days	Client
43	Preliminary Review of GIS Data - Part 2	1 day	Tyler System Assurance (GIS)
44	Update GIS Data - Part 2	10 days	Client
45	Provide Required GIS Data to Tyler	1 day	Client
46	Confirm ArcGIS Desktop Standard is Installed	1 day	Tyler Project Manager
47	Prepare GIS Data for Tyler Technical System Setup	1 day	Tyler System Assurance (GIS)
48	Build GIS Server	1 day	Tyler System Assurance (GIS)
49	Install and Test GIS Data	3 days	Tyler System Assurance (GIS)
50	Primary Review of GIS Data	5 days	Tyler System Assurance (GIS)
51	Provide Overview of GIS within Tyler and Update Process	1 day	Tyler System Assurance (GIS)
52	**Complete Tyler Technical System Setup**	**60 days**	
53	Obtain Approval For State Connection	60 days	Client
54	Schedule delivery of new servers, other hardware / software (if procured by customer)	5 days	Client
55	Authorize ordering of new servers, other hardware / software (if procured by Tyler)	1 day	Tyler Project Manager
56	Request software release on the portal for Systems Assurance	1 day	Tyler Project Manager
57	New Hardware arrives	0 days	Client

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Sample Project Plan

ID	Task Name	Duration	Resource Names
58	Build High Availability Infrastructure	5 days	Tyler System Assurance
59	Complete Customer Specific Database Set Up	1 day	Tyler System Assurance
60	Install New World Public Safety Software	3 days	Tyler System Assurance
61	Tyler Technical Services Complete	0 days	
62	**Complete Mobile Technical System Setup**	**104.5 days**	
63	**Mobile Preparation**	**91 days**	
64	Authorize ordering of Red Hat Enterprise License for Virtual Message Switch (VMS) (see notes)	1 day	Tyler Project Manager
65	Obtain Red Hat Enterprise License key (VMS) from Client and provide to Tyler Technical Services	1 day	Tyler Project Manager
66	Verify AVL Device Compatibility	1 day	Client,Tyler Project Manager,Tyler System Assurance
67	Verify state NCIC Parsing availability	1 day	Tyler Project Manager
68	Obtain copy of state's NCIC approval letter from customer and provide to Mobile Professional Services	1 day	Tyler Project Manager
69	**Mobile Messaging**	**31.5 days**	
70	**Week 1**	**31.5 days**	
71	Build Test Mobile Server	1 day	Tyler System Assurance
72	Build Production Mobile Server	1 day	Tyler System Assurance
73	Install State Standard Parsing	0.5 days	Tyler System Assurance
74	**Week 2**	**29 days**	
75	Install Optional Mobile Features	2 days	Tyler System Assurance
76	Install and Configure Message Switch\VMS	2 days	Tyler System Assurance
77	Establish State Connection	1 day	Tyler System Assurance
78	Mobile Technical Services Complete	0 days	
79	Step 4 complete	0 days	
80	**5 - Configure Standard Solution**	**138.13 days**	
81	**Configure the Applications**	**138.13 days**	
82	**LERMS**	**94.13 days**	
83	Review and Configure - Week 1 - LERMS	3 days	Tyler Prof Svc,Client

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<u>Contract No.: 2018-0122</u>

Sample Project Plan

ID	Task Name	Duration	Resource Names
84	Complete Configuration Tasks, Application Testing & Internal Process Development - LERMS	4 wks	Client
85	Review and Configure - Week 2 - LERMS	3 days	Tyler Prof Svc,Client
86	Complete Configuration Tasks, Application Testing & Internal Process Development - LERMS	4 wks	Client
87	Final Review and Configure - Week 3 (if required) - LERMS	3 days	Tyler Prof Svc,Client
88	Complete Configuration Tasks, Application Testing & Internal Process Development - LERMS	4 wks	Client
89	**Configure Specific Modules - LERMS**	**74.13 days**	
90	**Alarm Letters (optional LERMS module)**	**21 days**	
91	Provide Alarm Warning Letter sample to Tyler (one per ORI)	0 days	Client
92	Provide Alarm Invoice Letter sample to Tyler (one per ORI)	0 days	Client
93	Configure and Deliver Alarm Warning Letter (duration increased for multiple ORIs)	4 hrs	Tyler Prof Svc
94	Configure and Deliver Alarm Invoice Letter (duration increased for multiple ORIs)	4 hrs	Tyler Prof Svc
95	**Property Notification Letter (Standard with LERMS Property Rc**	**0.13 days**	
96	Determine if Tyler is to configure Property Notification Letter and schedule if necessary	1 hr	Tyler Project Manager
97	~~Provide Property Notification Letter sample to Tyler~~	~~0 days~~	~~Client~~
98	~~Configure and Deliver Property Notification Letter~~	~~4 hrs~~	~~Tyler Prof Svc~~
99	**Victim Notification Letters (Standard with LERMS Case Manage**	**0.13 days**	
100	Determine if Tyler is to configure Victim Notification Letter and schedule if necessary	1 hr	Tyler Project Manager
101	~~Provide Victim Notification Letter sample to Tyler (one per OI~~	~~0 days~~	~~Client~~
102	~~Configure and Deliver Victim Notification Letter~~	~~4 hrs~~	~~Tyler Prof Svc~~
103	**Property Room Bar Code - LERMS**	**20 days**	
104	Authorize Ordering of Property Room Barcode Kit	0 days	Tyler Project Manager
105	Install and Setup Wireless Infrastructure, Handheld Devices - charge & connect to wireless	5 days	Client
106	Verify Installation and Configure of Property Room Bar Code S	0 days	Tyler Project Manager

Sample Project Plan

ID	Task Name	Duration	Resource Names
107	**Field Reporting**	**54 days**	
108	**Week 1**	**5 days**	
109	Configure & Deploy 1st In State Field Reporting Forms (if necess	5 days	Tyler Mobile Prof Svc
110	**Week 2**	**3 days**	
111	Deploy Field Reporting Forms	3 days	Tyler Mobile Prof Svc
112	**Week 3**	**3 days**	
113	Review and Form Adjust - Field Reporting	3 days	Client,Tyler Mobile Prof Svc
114	Application Testing & Internal Process Development - Field Report	8 wks	Client
115	**Mobile Messaging**	**23 days**	
116	Deploy Mobile - NCIC Parsing	3 days	Tyler Mobile Prof Svc
117	Application Testing & Internal Process Development - Mobile Mes:	4 wks	Client
118	Step 5 Complete	0 days	
119	**6 - Validate Configuration**	**80 days**	
120	**Conduct Functional Test**	**3 days**	
121	Conduct Functional Testing (Customer)	3 days	Client
122	**Prepare Go-Live Plan**	**55.88 days**	
123	Review with Customer What is Deleted by Go Live Script	1 hr	Tyler Project Manager
124	Obtain Standard or Request Custom Go Live Script (if needed 60 days before go-live)	1 hr	Tyler Project Manager
125	Review pre-go-live checklist with customer	3 days	Tyler Project Manager
126	Provide Refresher GIS Overview	1 day	Tyler System Assurance (GIS)
127	Step 6 Complete	0 days	
128	**Transition Phase**	**84.13 days**	
129	**7 - Conduct User Training**	**20.63 days**	
130	**Trainer Preparation**	**5 days**	
131	Prepare Tyler Trainers	1 day	Tyler Project Manager
132	GIS Technical Support for End User Training	2 days	Tyler System Assurance (GIS)
133	**LERMS**	**13 days**	
134	Train the Trainers - LERMS	3 days	Client,Tyler Prof Svc
135	Train the End Users - LERMS	10 days	Client

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Sample Project Plan

ID	Task Name	Duration	Resource Names
136	**Initial DSS Training**	**12.63 days**	
137	Conduct Decision Support Requirements Gathering / Training Plannin	1 hr	Tyler Standard Interfaces
138	Law Enforcement Management Data Mart Training	2 days	Tyler Standard Interfaces
139	Dashboards for Law Enforcement Training	0.5 days	Tyler Standard Interfaces
140	**Mobile Training**	**15 days**	
141	Train the Trainers - Mobile + Prep and Solution Assurance	5 days	Client,Tyler Mobile Prof Svc
142	Train the End Users - Mobile Law Enforcement	10 days	Client
143	Step 7 Complete	0 days	
144	**8 - Go-Live**	**16 days**	
145	**Execute Go-Live Preparation**	**15 days**	
146	Conduct Pre-Go-Live Readiness Assessment - SA	1 day	Tyler System Assurance
147	Respond to Issues Found in SA Pre-Go-Live Readiness Assessment (TE	1 day	Tyler System Assurance
148	Conduct Pre-Go-Live Readiness Assessment - Mobile	0.5 days	Tyler Mobile Prof Svc
149	Respond to Issues Found in Mobile Pre-Go-Live Readiness Assessment (TBD)	0.5 days	Tyler Mobile Prof Svc
150	Conduct Pre-Go-Live Readiness Assessment - GIS	1 day	Tyler System Assurance (GIS)
151	Respond to Issues Found in GIS Pre-Go-Live Readiness Assessment (T	1 day	Tyler System Assurance (GIS)
152	Execute the Pre-Go-Live Checklist	2 days	Tyler Project Manager
153	Perform Go-Live Data Conversions (when applicable)	0 days	
154	**Go-Live**	**5 days**	
155	Provide On-site Management of Go-Live	1 day	Tyler Project Manager
156	Complete Go-Live Checklist	4 days	Tyler Project Manager
157	**LERMS Live Support**	**3 days**	
158	Provide Onsite Live Support - LERMS	3 days	Tyler Prof Svc
159	**Mobile Live Support**	**3 days**	
160	Provide Remote Message Switch Support	1 day	Tyler Mobile Prof Svc
161	Provide Onsite Live Support - Mobile	3 days	Tyler Mobile Prof Svc
162	Provide Onsite Live Support - Mobile <2nd resource depending on fleet size>	3 days	Tyler Mobile Prof Svc
163	Provide Go-Live Support - GIS	3 days	Tyler System Assurance (GIS)

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Sample Project Plan

ID	Task Name	Duration	Resource Names
164	Provide Onsite Live Support - Custom and Standard Interfaces	3 days	Tyler Standard Interfaces
165	Turnover Support from Project Team to Tyler Customer Support Tear	1 hr	Tyler Support,Tyler Project Manager
166	Step 8 Complete	0 days	
167	**9 - Conduct Post Go-Live Activities**	**58.5 days**	
168	**Provide Post Go-Live Training & Support**	**13 days**	
169	Post Go-live on site support	3 days	Tyler Prof Svc
170	Post Go-live on site support - Mobile	3 days	Tyler Mobile Prof Svc
171	**Complete State Compliance Enhancements and Submission**	**1 day**	
172	**Execute Compliance Submission(s) Plan**	**1 day**	
173	Post Live IBR/UCR Submittal Support	1 day	Tyler Prof Svc
174	**Complete DSS Training**	**12.5 days**	
175	Conduct Decision Support Requirements Gathering / Training Plannir	1 hr	Tyler Standard Interfaces
176	Law Enforcement Management Data Mart Training	2 days	Tyler Standard Interfaces
177	Dashboards for Law Enforcement Training	0.5 days	Tyler Standard Interfaces
178	Step 9 complete	0 days	
179	**Closing Phase**	**12 days**	
180	**10 - Close the Project**	**12 days**	
181	**Verify All Contracted Items are Delivered and Payments are Collected**	**5 days**	
182	Verify All Contracted Items are Delivered	5 days	Tyler Project Manager,Client
183	Ensure AR is current and billings are submitted for revenue recognition, notify Business Office to close project (update Project Complete date to reflect targeted closure date and change scheduling status for Project Complete task to 50-Confirmed)	1 day	Tyler Project Manager
184	**Transition from Project Team to Client Success Team Members**	**7 days**	
185	Schedule Transition to Client Success Team Meeting	1 day	Tyler Project Manager
186	Conduct Transition Meeting with Client Success Team	1 day	Tyler Project Manager,Client
187	Step 10 Complete	0 days	
188	**Standard Interfaces**	**78.25 days**	
189	**Standard Interface (actual plan lists details for each interface licensed - similar to below)**	**78.25 days**	

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Sample Project Plan

ID	Task Name	Duration	Resource Names
190	Interface planning and pre-requiste review	1 day	Tyler Project Manager,Client
191	Interface pre-requiste readiness review	1 day	Tyler Project Manager,Client
192	Install & Configure Standard Interface (duration 1 to 5 days per interfac	1 day	Tyler Standard Interfaces
193	Client Testing of Standard Interface	1 wk	Client
194	**Custom Interfaces (actual plan repeats this section per custom interface)**	**235.88 days**	
195	Custom Interface Requirements Gathering Trip (optional)	3 days	Tyler Custom Interface Lead
196	Complete RD Process and Signoff	0 days	Tyler Custom Interface Lead
197	Coding Start	0 days	Tyler Custom Interface
198	Initial Deployment- Testing Start	0 days	Tyler Custom Interface
199	Interface Updates / Continued Testing	8 wks	Client,Tyler Custom Interface
200	Interface Go-Live	1 day	Tyler Custom Interface
201	**Data Conversion**	**286.63 days**	
202	Obtain copy of all client data to be converted	0 days	Tyler Conv Lead,Client,Tyler Project Manager
203	Conversion Analysis Trip	5 days	Tyler Conv Lead
204	Conversion Analysis Sign-off	0 days	Tyler Conv Lead
205	Conversion Development	10 wks	Tyler Conv Lead
206	Conversion Mapping Trip and Initial Delivery	5 days	Tyler Conv Lead
207	Conversion Testing Trip	5 days	Tyler Conv Lead
208	Conversion Review at each test interation	12 wks	Tyler Conv Lead
209	Conversion Ready for Training and Go-live	0 days	Tyler Conv Lead
210	Conversion Run in Production	4 days	Tyler Conv Developer
211	Conversion Address Verification	5 days	Tyler Conv Lead
212	**Brazos**	**176.38 days**	
213	Introduce Brazos Project Manager to Client	1 hr	Client,Tyler Brazos Project Manager,Tyler Project Manager
214	Inform Brazos Project Manager when LERMS build is Scheduled to be Com	1 hr	Tyler Project Manager
215	Brazos Requirements Gathering	2 days	Client,Tyler Brazos Implementation Consultant
216	Inform Brazos Project Manager that the LERMS Build is Complete	1 day	Tyler Project Manager
217	Brazos Configuration	2 wks	Tyler Brazos Software Engineer

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Sample Project Plan

ID	Task Name	Duration	Resource Names
218	Brazos Review	3 wks	Client,Tyler Brazos Implementation Consultant,Tyler Brazos Software Engineer
219	Brazos Go-Live	2 days	Client,Tyler Brazos Implementation Consultant
220	Brazos Turnover to Support	1 hr	Client,Tyler Brazos Project Manager
221			
222	*Tyler uses Microsoft Project Server as its project management tool for managing tasks, schedules and resources. This is a sample Microsoft Project Gantt Chart or a sample Project Plan (including Work Breakdown Structure (WBS) and Resource Groups).*		
223	*The dates or timing included in this sample Gantt Chart or Project Plan are for illustrative purposes only.*		
224	*A more precise schedule and WBS with the appropriate tasks and schedule will be determined during the project Planning Phase.*		
225	*The availability of client resources to perform tasks, final determination of the overall task list, client schedule constraints (seasonal peak workloads, vacations, holidays, commitments of resources needed to support local events,*		
226	*and the actual project start date must be determined.*		