

## SOFTWARE LICENSE AGREEMENT

This agreement for licensing, installation, and support services ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 (the "Effective Date") by and between Tyler Technologies, Inc., with offices at 5519 53<sup>rd</sup> Street, Lubbock, Texas, 79414, and the City of Hollywood, Florida (the "City"), with offices at 2600 Hollywood Boulevard, Hollywood, FL 33020.

### RECITALS

WHEREAS, the City on \_\_\_\_\_, awarded Tyler the contract for furnishing, delivering, installing, and implementing the products set forth in the Investment Summary attached hereto as Exhibit A ("Investment Summary"),

NOW THEREFORE, in consideration of the foregoing, and of the mutual covenants and promises set forth herein, Tyler and the City agree that Tyler shall provide software products and services, and the City shall pay the prices, as set forth in this Agreement for said software products and services.

### DEFINITIONS

In addition to any other terms defined in this Agreement, the following capitalized terms shall have the following meanings.

- "Access License" means the grant or permission issued by a third party software owner that allows Tyler to read, write or exchange data with the third party application.
- "Business Day" shall mean every official working day of the week for the City.
- "Calendar Day" shall mean every day shown on the calendar.
- "Citizen User" means a City citizen or other member of the public who uses the public-facing components of the Tyler Software.
- "Designated System" means the computer and hardware operating systems that meet or exceed the minimum specifications set forth by Tyler, regardless of whether those systems are owned by the City or by a third party.
- "Documentation" means the user documentation and any other operating, training, and reference manuals relating to the use of the Tyler Software, as supplied by Tyler to the City, including any modifications and derivative works thereof.
- "Error" means a substantial, reproducible failure of the Tyler Software to conform to the specifications set forth in the applicable Documentation.
- "Error Correction" means either a modification or addition to, or deletion from, the Tyler Software that establishes the substantial conformity of such Tyler Software to the specifications set forth in the applicable Documentation, or a procedure or routine that, when observed in the regular operation of the Tyler Software, eliminates the practical adverse effect of such Error on the City.
- "IVR" means the Interactive Voice Response system provided, in part, through a third party for use by Tyler's municipal clients
- "Major Release" means a revision to the Tyler Software indicated by a change in the first digit of the version number.
- "Minor Release" means a revision to the Tyler Software indicated by a change in the second digit of the version number.
- "Named User" mean an employee or agent of the City that has been provided with unique credentials for logging into and using the Tyler Software.
- "Object Code" means the binary, machine-readable version of the Tyler Software.
- "Out-of-Scope" means software or services that were not identified or addressed in the Investment Summary, but is/are requested by the City after the Effective Date of this Agreement.
- "Release" means either a Major Release or Minor Release.
- "System Acceptance" means the completion of the stage of implementation whereby the City affirms, through pre-determined acceptance criteria, that the Tyler Software has been configured in accordance with the agreed functional requirements of the system.
- "Tyler Software" means the software identified in the Investment Summary and provided to the City under this Agreement.
- "Users" means both Citizen Users and Named Users.
- "Work" means activities by Tyler to satisfy the requirements of this Agreement.

**ARTICLE I**  
**Incorporation of Documents**

Incorporation of Exhibits. The following Exhibits are attached hereto and made a part of this Agreement.

- Exhibit A – Investment Summary
- Exhibit B – Help Desk and Support Call Process
- Exhibit C – Business Travel Policy
- Exhibit D - Template Statement of Work

In the event of any conflict between this Agreement and an Exhibit, the terms and conditions of this Agreement shall control.

**ARTICLE II**  
**License Grant and Software Support and Maintenance Services**

Section 2.1. Grant of License. Tyler hereby grants to the City a limited, non-exclusive, non-transferable, non-sub-licensable, perpetual license:

- (a) To use, and to allow Users to use, the Tyler Software and Documentation for municipal land management, business licensing and related tasks, as provided in Article V;
- (b) To use the Tyler Software only in the United States, and only in executable Object Code form, on the Designated System for the City's internal data processing and reporting purposes; and
- (c) To make copies of the Tyler Software solely for backup, training, testing, or archival purposes and not for operational use, provided that all titles, trademarks, copyright and all other proprietary and restricted rights notices be reproduced in all such copies, and that such copies be subject to the terms of this Agreement.

Section 2.2. Limitations on License. Except as explicitly provided herein, the City shall not:

- (a) Allow more than the number of Named Users for which the City has paid licenses to use the Tyler Software;
- (b) Translate, reverse engineer, decompile, recompile, update, disassemble, or modify all or any part of the Tyler Software and Documentation (including without limitation, any source code) or obtain possession of any source code or other technical material relating to the Tyler Software;
- (c) Use the Tyler Software or Documentation for time-sharing, rental, or service bureau purposes;
- (d) Remove the Tyler name, logos or other proprietary and restricted rights notices from the Tyler Software; or
- (e) Utilize the Tyler Software to transfer or exchange material where such transfer or exchange is prohibited by applicable copyright or any other law.

Section 2.3. Software Support and Maintenance Services.

For as long as the City has timely-paid its annual maintenance fees, Tyler shall provide the following support and maintenance services to the City with respect to the Tyler Software:

- (a) Free Major and Minor Releases. Tyler shall make available from time to time each Minor and Major Release of the same type of platform of the licensed Tyler Software without additional charge.
- (b) Unlimited Phone Support. The City shall have unlimited access to phone support during the hours of operation by calling 1-888-355-1093, or such other toll free numbers designated by Tyler for use to request support. Hours of operation are 7am to 8pm (EST), Monday through Friday, excluding holidays.
- (c) Unlimited Email Support. The City shall have unlimited access to email support by emailing Tyler at energovsupport@tylertech.com, or such other email address designated by Tyler. Tyler shall monitor email only during normal hours of operation.
- (d) Remote Support. The City is entitled to dial-in support during normal hours of operation. Tyler may choose to use third-party software products to dial into the City's workstation(s). Examples of such third-party vendors are GoToAssist, PC Anywhere and BLive. The City is not required to

- purchase any additional software or incur any expense to use this type of support. The City shall install third party software furnished by Tyler as may be necessary to facilitate dial-in support.
- (e) Response Time. Tyler does not guarantee a resolution time to the City. Tyler shall work diligently to resolve all City issues and concerns as quickly as possible. All support issues shall be entered into the Tyler tracking database and will be processed in a timely and professional manner. Support issues that indicate an Error will be given higher priority and shall be handled prior to non-critical issues.
  - (f) Version Support. Tyler shall provide support services to the City only with respect to the two most recent Major Releases of any Tyler Software. Tyler shall have no obligation to support older Major Releases.
  - (g) Custom Modifications. Tyler is not obligated to provide custom modifications to the Tyler Software for the purpose of providing additional functionality or performance beyond that which is agreed to in this Agreement.
  - (h) Ownership. Title to all Releases, Error Corrections, fixes, enhancements, and other proprietary Work shall remain solely and exclusively with Tyler, and shall be subject to the terms and conditions set forth in this Agreement.
  - (i) The following are not covered as support services:
    - (a) Errors resulting from breach of the Tyler Software license and any other misuse, negligence, revision, modification, or other improper use by the City or Users of the Tyler Software or any portion thereof;
    - (b) Failure by the City to timely install Error Corrections or Releases provided by Tyler to the City from time to time;
    - (c) Tyler Software installed on any equipment other than the Designated System or used with any software not specified in the applicable Documentation;
    - (d) Errors or other problems caused by viruses;
    - (e) Any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software; or
    - (f) On-site service visits to the City's offices or other facilities.

### **ARTICLE III**

#### **MyGovPay Fees**

##### **Section 3.1 Definitions.**

- "BCSW" means BankCard Services Worldwide, a Payment Card Industry compliant processing agent through which Tyler passes credit card transactions.
- "Merchant Agreement" means the agreement between the City and BCSW that governs how Merchant Fees will be charged.
- "Merchant Fees" means direct costs levied by Visa/Mastercard/Discover or other payment card companies for interchange fees, dues, assessments and occurrence fees, over which Tyler has no authority.
- "MyGovPay" means the Tyler product that allows members of the public to pay for the City's services with a credit or other payment card on the City's citizen-facing web portal.
- "Use Fees" means the technology fees, authorization fees and program/convenience fees listed in the Use Fees table in section 5.7.

**Section 3.2 License and Conditions of Use.** The City has elected to use the MyGovPay functionality. Tyler hereby grants the City a non-exclusive, non-transferable, non-sub-licensable, perpetual license to that functionality, subject to the following terms:

- (1) The City must apply for and agree to a Merchant Agreement with BCSW.
- (2) The City agrees that Citizen Users will be subject to Use Fees.
- (3) The City agrees that Use Fees are separate from and independent of Merchant Fees.
- (4) The City agrees that this Agreement does not represent any modification to the City's Merchant Agreement with BCSA.
- (5) The City agrees that Use Fees are for use on the MyGovPay online system and will not be deposited or owed to the City in any way.

- (6) The City agrees that MyGovPay's ability to assess Use Fees is dictated by the card associations, whose rules may change at any time and for any reason. If MyGovPay y, for any reason, is unable to process payments using Use Fees, the City agrees that MyGovPay reserves the right to negotiate a new pricing model with the City for the continued use of MyGovPay.

#### **Article IV** **Professional Services**

Section 4.1. Tyler Services. Tyler shall provide the City with on-site and off-site project management, consulting, implementation, report development, training and production support, system administration and data conversion services at the prices for the hours and at rates set forth in the Investment Summary. Those services shall be provided according to the project plan and process the parties mutually agree to and embody in a Statement of Work ("SOW"), which shall follow the form of Tyler's standard SOW. Tyler's standard SOW is attached hereto as Exhibit D.

- (a) If any stage of the implementation has not been completed and all hours which have been allotted for professional services have been consumed, any additional hours to be provided shall be the subject of a change order to this Agreement, consistent with Section 11.14.
- (b) Professional services shall not include any modifications to any Tyler Software beyond what is described in the Investment Summary.
- (c) Tyler will provide mutually agreed upon modifications to the Tyler Software beyond those described in the Investment Summary, if any, at Tyler's then-current time and materials rates.
- (d) The City shall provide all necessary documentation and Access Licenses, as well as development/testing environments, for applications from which Tyler will import data into the Tyler Software or for which Tyler is to prepare and implement a data exchange interface with the City's existing software applications, including but not limited to accounting systems, tax systems, documentation systems.

Section 4.2. City Responsibilities. The City acknowledges that any mutually approved project plan that includes times or dates for completion of tasks is dependent on the City's response to Tyler requests for information, City decisions, documents, access to City staff, assistance, tasks and other duties and requirements for which the City is responsible.

(a). Fees. The City agrees to pay to Tyler the amounts set forth below for all professional service hours consumed, as itemized in the Investment Summary.

(b). Expenses. The City shall reimburse Tyler for all expenses, including travel, lodging and meal expenses (collectively "Expenses"), reasonably incurred in rendering professional services to the City, as set forth in Exhibit C. A 10% agency fee will also apply. Expenses are estimated, for the City's reference, in the Investment Summary

(c). Payment Schedule. Tyler will invoice the City on a monthly basis for professional services and Expenses.

(d). Custom Programming and Reports. Custom programming and report requests, not identified in the Investment Summary, shall be performed only upon completion and approval of Tyler's Custom Programming Request Form or Custom Report Request Form, as appropriate.



**Article V**  
**Compensation**

Section 5.1. Fees. Without in any way limiting the provisions of Article IV or the payment schedule set forth below, the City agrees to pay fees for licenses and the initial payment of support and maintenance services in an amount not to exceed \$334,180, with a not-to-exceed sum for professional services of \$301,560, as set forth in the payment schedule below.

Section 5.2. Billing and Payment. Tyler shall deliver invoices in accordance with the following payment schedule. Payments are due net 30 days, and payable to Tyler on the due date provided in each invoice.

**Payment Schedule:**

<b>Item</b>	<b>Invoice Date</b>	<b>Amount</b>	<b>Comment</b>
70% software license	Due at Contract Signing	\$192,525.20	70% software costs (includes discount) – does not include any support costs
Professional Services	Monthly	As consumed	Not to Exceed \$301,560 without amendment/change order
Maintenance	Due 12 months from Contract signing date	\$59,144	
30% software license	Due at earliest of Completion of Acceptance or 12 months from Contract signing date	\$82,510.80	Acceptance precedes training

Section 5.3. Late Payments. Undisputed invoices not paid when due shall bear interest of one and one-half percent (1.5%) per month.

- (a) No invoice may be disputed without the City having provided Tyler a documented cause for withholding of payment. In the event the City submits a documented cause for withholding payment of an invoice, Tyler shall not charge interest on those invoices.
- (b) If the City has an undisputed overdue balance, Tyler, upon advance written notice, may withhold the provision of its professional services, may withhold any or all support of the software, and may deny the City access to the Tyler Software, until such time as Tyler is satisfied that all invoices owed Tyler have been paid in full including any accrued interest.
- (c) Upon advance written notice to the City, Tyler may permit a third party to bill the City. Said advance written notice shall identify the name, physical and email address, and phone number of the third party to whom the City is directed to make future payments.

Section 5.4. Licensing Fees. Itemized license fees for the Tyler Software are set forth in the Investment Summary, provided at Exhibit A.

Section 5.5. Professional Services. Itemized license fees for the professional services are set forth in the Investment Summary, provided at Exhibit A.

Section 5.6. Compensation for Support and Maintenance Fees.

- (a) The initial support fees are due twelve months from Contract signing date. Thereafter, all support and maintenance fees are due on a yearly basis, thirty (30) days before each successive annual calendar period unless this Agreement is terminated by the parties pursuant to Section 6.3.
- (b) Provided the City maintains contiguous support services, the support fees shall be fixed for no less than a one (1) year period, after which time Tyler may modify the support fees charged for the support services by providing the City with sixty (60) days' written notice prior to the end of the then-current term. For support years two and three, any percentage increase in the support fees shall not be greater than the percentage increase in the Consumer Price Index ("CPI") during the twelve (12) calendar months immediately preceding the month in which the notice of increase is sent to the City. For the purposes hereof, CPI shall be the "Consumer Price Index for Urban Consumers, U.S. City Average, All Items (1982-1984=100)," as published by the U.S. Bureau of Labor Statistics, or any successor or replacement index appropriately adjusted.

- (c) The City shall pay Tyler an Out-of-Scope fee, billed on an hourly basis at its then-current rates, with a one hour minimum for any time incurred, for services provided by Tyler in diagnosing or fixing problems that are not caused by the Tyler Software. However, such services shall not be provided until parties agree to such services in writing.
- (d) Notwithstanding Section 4.2(b), Tyler shall incur and bill the City for actual Expenses associated with Out-of-Scope support services only with the City's prior approval for incurring such Expenses.

Section 5.7. MyGovPay. The City agrees that the following Use Fees will apply for MyGovPay.

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

	<b>MyGovPay (Online Payments)</b>	<b>MyGovPay (Online Payments)</b>
	Percentage Based Fee	+ Transaction Fee
<b>Government Entity Paid</b>	Interchange + 0.10%	\$0.10

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

## **ARTICLE VI**

### **Term and Termination of License and Support Services**

#### **Section 6.1 License Termination**

Termination of the Tyler Software license shall be as follows:

- (a) By either party immediately upon written notice to the other party (i) in the event of the other party's voluntary bankruptcy or insolvency, (ii) in the event that the other party shall make an assignment for the benefit of creditors, or (iii) in the event that a petition has been filed against the other party under a bankruptcy law, a corporate reorganization law or any other law for relief of debtors that has caused such other party to have its business effectively discontinued in its then-present form;
- (b) By either party if there has been a material breach of this Agreement by the other party and such breach is not remedied within 30 days after receipt of written notice from the non-breaching party specifying the breach and requesting such breach be remedied; or
- (c) By the mutual agreement of the parties.

#### **Section 6.2. Consequences of License Termination**

- (a) The City shall not be discharged from any liability or obligation to Tyler that became due or payable prior to the effective date of such termination, and Tyler may, to the fullest extent of the law, recover all accrued and/or unpaid license fees.
- (b) License fees are non-refundable and Tyler will have no obligation to refund any amounts paid by the City under this Agreement, unless there is a breach of the Agreement by Tyler, in which case any disputed Tyler Software will be subject to remedy under the dispute resolution process.
- (c) Upon termination of this Agreement, the City and all Users shall immediately discontinue accessing and using the Tyler Software, and shall certify in writing and to Tyler's satisfaction, the destruction or permanent deletion of all copies of the Tyler Software and Documentation, except copies the City may be required by law to retain.
- (c) Upon termination of the Agreement, all City data in the Tyler database shall be returned to the City in the form of Microsoft Access database tables.

Section 6.3. Support Services Term The term of support services shall begin on the date of System Acceptance or twelve (12) months after the Contract signing date, whichever is earlier, and continue for one

(1) year ("Support Term"). The Support Term shall automatically renew, on a year-to-year basis, on the anniversary of System Acceptance until terminated in writing by either party 30 days prior to the then-current Support Term.

- (a) Notwithstanding the foregoing, Tyler may terminate a Support Term in the event the City fails to timely pay any amounts due under this Agreement and such failure is not cured within fifteen (15) days after written notice of such failure is provided to the City.

Section 6.4. The City may suspend support services indefinitely, during which time Tyler shall have no support obligation. If the City elects to restore support services after having been suspended, Tyler shall resume all support services provided for herein, but only upon receipt of any unpaid support fees and restoration of the Tyler Software to its then-current version. If there are no unpaid support fees, Tyler shall resume support services within 5 days of the City's notification that it has elected to resume support services.

## **ARTICLE VII**

### **Confidentiality**

Section 7.1. Tyler hereby acknowledges that as City is a governmental entity, City is subject to Chapter 119, Florida Statutes, "Public Records Law." Any disclosure of confidential and proprietary information will be in accordance with Chapter 119, Florida Statutes. To the extent allowed under applicable Florida law, each party agrees that it shall not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. This obligation of confidentiality will not apply to information that:

- a) At the time of the disclosure is in the public domain;
- b) After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
- c) A party can establish by reasonable proof was in that party's possession at the time of disclosure;
- d) A party receives from a third party who has a right to disclose it to that party; and
- e) Is subject to the Freedom of Information Act, or other similar public records law, requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best effort to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain a protective order or otherwise protect the confidentiality of its confidential information.

## **ARTICLE VIII**

### **Representations and Warranties**

Section 8.1. City Representations and Warranties. The City represents and warrants that at all times during this Agreement, the Tyler Software shall be for the City's own internal use and shall not be resold, compiled or distributed to third parties.

Section 8.2. Tyler Representations and Warranties. Tyler represents and warrants (i) that Tyler has the authority to make available the Tyler Software and any third-party software included in or with the Tyler Software, and (ii) that Tyler has adopted privacy policies in accordance with applicable law and, except as excused by applicable law, will require anyone to whom it provides any protected information it receives from the City to have adopted privacy policies in accordance with applicable law.

Section 8.3. WARRANTY DISCLAIMER. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, TYLER MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 8.4. DISCLAIMER AND LIMITATION OF LIABILITY. NEITHER TYLER NOR ANY OF ITS DIRECTORS, OFFICERS, OR EMPLOYEES SHALL BE LIABLE FOR ANY (I) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT OR THE OPERATION OR USE OF THE TYLER SOFTWARE, DOCUMENTATION OR SERVICES INCLUDING SUCH DAMAGES, WITHOUT LIMITATION, AS DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, DAMAGE TO EQUIPMENT, AND CLAIMS AGAINST THE CITY BY ANY THIRD PERSON; (II) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY TYLER TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND TYLER'S REASONABLE CONTROL; OR (III) CLAIMS MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST TYLER MORE THAN TWO YEARS AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE.

- (a) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, BUT EXCLUDING ANY CLAIMS FOR INDEMNIFICATION UNDER SECTION 11.2, LIABILITIES OF TYLER (AND ITS DIRECTORS, OFFICERS, OR EMPLOYEES) UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE, SHALL BE LIMITED TO THE CITY'S DIRECT DAMAGES, NOT TO EXCEED THE AMOUNTS ACTUALLY PAID TO AND RECEIVED BY TYLER DURING THE TWELVE (12) MONTHS PRIOR TO THE CLAIM BEING MADE.
- (b) Without limiting the foregoing, the City agrees that neither Tyler nor any of its officers, directors, agents, or employees (i) shall have any liability for errors or omissions in the output of any Tyler Software caused by inaccuracies of the City's input, nor (ii) shall have any liability for (A) the acts or omissions of non-Tyler personnel, agents or third parties, (B) misuse, theft, vandalism, fire, water or other peril, or (C) any alterations or modifications made to the Tyler Software by the City.
- (c) The City acknowledges and agrees that the allocation of risks provided in this Agreement are reflected in the fees charged herein.

Section 8.5. Software Warranties. For as long as the City is receiving maintenance and support on the Tyler Software from Tyler, Tyler represents and warrants that the Tyler Software and related products as described with this Agreement will perform without Error. If the Tyler Software does not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Error in accordance with Tyler's then-current support call process. If the City modifies the Tyler Software without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software will be void.

Section 8.6. Intentionally left blank

#### Section 8.7. Third Party Software Warranty

- (a) Tyler is authorized by each third-party developer to grant licenses or sublicenses to the system software.
- (b) Tyler warrants that each system software product will be new and unused, and if the City fully and faithfully performs each and every obligation required of it under this Agreement, the City's title or license to each system software product will be free and clear of all liens and encumbrances arising through Tyler.
- (c) The City acknowledges and agrees that Tyler is not the manufacturer of any third party products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the third party products. Tyler hereby grants and passes through to Tyler any warranty adjustments that Tyler may receive from the third-party developer or supplier of the third party products.

Section 8.8. Intentionally left blank

Section 8.9. Intentionally left blank.

Section 8.10. Warranty of Solvency & Financial Stability. Tyler warrants to the City that it is not insolvent, is not in bankruptcy proceedings or receivership, and is not engaged in, or threatened with, any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an



adverse effect on its ability to perform its obligations under the Agreement. Tyler shall not pledge the City's credit or make the City a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

Section 8.11. Warranty against Breach. Tyler warrants to the City that the consummation of the Agreement will not result in the breach of any term or provision of, or constitute a default under, any indenture, mortgage, contract, or agreement to which Tyler is a party.

Section 8.12. Warranty against Patent, Trademark, Copyright and Other Intellectual Property Infringement Claims. Tyler warrants that its software does not violate the copyrights, trademarks, patent rights, or other intellectual property rights of a third party.

Section 8.13. Warranty of Statutory Compliance Pursuant to Section 287.955(6), Fla. Stat., and Warranty against Code of Ethics Violations. Pursuant to Section 287.955(6), Florida Statutes, Tyler warrants that it has not employed or retained any person, other than bona fide employees working solely for Tyler, to solicit or secure this Agreement. Further, Tyler warrants that it has not paid, or agreed to pay, any person, other than bona fide employees working solely for Tyler, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this Agreement. In the event Tyler is found to have breached this provision, the City may immediately terminate this Agreement.

Section 8.14. Warranty against Collusion and Conflict.

- (a) Tyler acknowledges and attests that neither it nor any of its affiliates who shall perform Work have been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than 36 months has passed since any such person, entity or affiliate was placed on a convicted vendor list. Tyler further understands and acknowledges that this Agreement shall be null and void, and/or that this Agreement is subject to immediate termination by the City, for any misstatement or lack of compliance with the mandates of said statute. The City, in the event of such termination, shall not incur any liability to Tyler for any services provided.
- (b) Tyler represents that it does not have, and will not acquire, any interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Tyler further represents that no persons having any such interest shall be employed to perform those services.
- (c) Tyler hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm, employee of the City, or other person or entity, concerning the award of this Agreement. In addition, Tyler agrees that a duly authorized Tyler representative will sign a non-collusion affidavit, in a form acceptable to the City, that Tyler has not received from the City any incentive, special payments, or considerations unrelated to this Agreement.

## **ARTICLE IX**

### **Insurance**

Tyler shall maintain, or cause to be maintained, the following specified insurance coverages in the amounts set forth below for the full period of the Agreement:

- 1. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE** for all employees of Tyler for statutory limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of Tyler and all subcontractors.
- 2. **COMPREHENSIVE GENERAL LIABILITY** with the minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent Contractors, Products and Completed Operations, Broad Form Property / Personal Injury, XCU coverage, and a Contractual Liability Endorsement.



3. BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.

4. PROFESSIONAL LIABILITY (malpractice and professional negligence) coverage with minimum limits of \$1,000,000.00 for all agents and employees of Tyler.

The City shall be included as an **Additional Named Insured** under the Comprehensive General Liability and Automobile Liability policies of the Tyler. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the Agreement. Tyler shall notify the City of a cancellation or modification of any stipulated insurance policy in accordance with the terms of that policy. It shall be the responsibility of Tyler to ensure that any and all subcontractors are adequately insured or covered under their own policies of insurance with the same coverage requirements as set forth herein.

All Certificates of Insurance shall be kept on file with the City, and must be approved by the City prior to the commencement of any Work under this Agreement. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

All required insurance should preclude any underwriter's rights of recovery or subrogation against the City with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance. The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance in which the City is named as an additional named insured shall not apply to City.

The violation of the terms of this Article shall constitute a material breach of the Agreement by Tyler, and, notwithstanding the right to cure provisions contained herein, the City, in its sole discretion, may immediately cancel the Agreement, and all rights, title and interest of Tyler herein, shall thereupon cease and amicably terminate. Notwithstanding the forgoing, the City will owe Tyler undisputed fees for services and software provided prior to the effective date of that termination.

## **ARTICLE X**

### **Remedies**

Section 10.1. Intellectual Property Rights and Reservations of Ownership. Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software and Documentation.

Section 10.2. Dispute Resolution. Any litigation, action or proceeding, whether for damages or equitable relief, arising out of any dispute concerning or otherwise attempting to enforce, interpret, or remedy any breach of this Agreement shall be brought only in a court of competent jurisdiction (whether federal or state) sitting within the State of Florida and the County of Broward. Tyler irrevocably and unconditionally (i) submits to personal jurisdiction in the State of Florida and consents to venue in the County of Broward with respect to any such action, (ii) waives any objection to venue in the State of Florida and the County of Broward, and (iii) agrees not to plead or claim in any such court that any such suit, action or proceeding has been brought in an inconvenient forum.

## **ARTICLE XI**

### **Miscellaneous**

Section 11.1. Tyler agrees to indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims, suits, actions, damages and causes of action whatsoever, as well as reasonable attorney's fees and costs arising out of or related to the negligence or willful misconduct of Tyler or anyone acting under the control, direction, or behalf of Tyler, in connection with or incident to its performance of this Agreement. Nothing in this Agreement shall be construed to affect in any way the City's

privileges and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

Section 11.2. Intellectual Property Indemnification.

(a) Tyler's Obligations. Tyler shall defend and indemnify the City against any claim by an unaffiliated third party of this Agreement that Tyler Software, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.

(b) The City's Obligations. Tyler obligations in this section are contingent on the City performing all of the following in connection with any claim as described herein:

- i. Promptly notifies Tyler in writing of any such claim;
- ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and
- iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.

(c) Exceptions to Tyler's Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:

- i. The City's use of a previous version of the Tyler Software and the claim would have been avoided had the City used the current version of the Tyler Software;
- ii. The City's combining the Tyler Software with devices or products not provided by Tyler;
- iii. Use of Tyler Software in applications, business environments or processes for which the Tyler Software was not designed or contemplated, and where use of the Tyler Software outside such application, environment or business process would not have given rise to the claim;
- iv. Corrections, modifications, alterations or enhancements that the City made to the Tyler Software and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;
- v. Use of the Tyler Software by any person or entity other than the City or the City's employees; or
- vi. The City's willful infringement, including the City's continued use of the infringing Tyler Software after the City becomes aware that such infringing Tyler Software is or is likely to become the subject of a claim hereunder.

(d) Remedy.

- i. In the event the Tyler Software is, by a court of competent jurisdiction, finally determined to be infringing and its use by the City is enjoined, Tyler will, at its election:
  - (a) Procure for the City the right to continue using the infringing Tyler Software;
  - (b) Modify or replace the infringing Tyler Software so that it becomes non-infringing; or
  - (c) Terminate the City's license for the infringing Tyler Software and refund to the City the software fee paid for the infringing Tyler Software, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date.
- ii. The foregoing states Tyler's entire liability and the City's sole and exclusive remedy with respect to the subject matter hereof relating to third party infringement claims.

Section 11.3. Force Majeure. Tyler shall be excused for failure to perform any part of this Agreement due to events beyond its control, including but not limited to fire, storm, flood, earthquake, explosion, accident, riots and other civil disturbances, sabotage, strikes or other labor disturbances, injunctions, transportation embargoes or delays, failure of performance of third parties necessary to Tyler's performance under this Agreement, or the laws or regulations of the federal, state or local government or branch or agency thereof.

Section 11.4. Notice. Any notice, request, designation, direction, demand, election, acceptance or other communication shall be in writing and shall be mailed postage prepaid, by certified first class mail, return

receipt requested, hand or courier delivered, sent by reputable overnight courier service, or conveyed by electronic digital form, such as email or fax as follows:

If to Tyler:

Tyler Technologies, Inc.  
5519 53<sup>rd</sup> Street  
Lubbock, Texas

Attn: Brett Cate

If to the City:

City of Hollywood  
2600 Hollywood Blvd  
Hollywood, FL 33020

Attn: John Barletta

Any party may from time to time designate another address to which notice or other communications shall be addressed or delivered, and such new designation shall be effective on the later of (i) the date specified in the notice or (ii) receipt of such notice by the intended recipient.

Section 11.5. Delivery of Electronic Copy of Executed Agreement. The parties agree that electronic transmission via facsimile or email to the other party of a copy of this Agreement, including any future amendments or other changes to this Agreement, bearing such party's signature, shall suffice to bind the transmitting party to this Agreement in the same manner as if an original signature had been delivered. Without limitation of the foregoing, each party who electronically transmits an executed copy of this Agreement via facsimile or email bearing its signature covenants to deliver an original thereof to the other party as soon as possible thereafter.

Section 11.6. Non-Solicitation. During the Support Term and for a period of one (1) year after expiration or termination thereof, the City agrees that it will not, and will ensure that its affiliates do not, directly or indirectly, solicit or attempt to solicit for employment any persons employed by Tyler.

Section 11.7. Assignability. Neither party hereto shall assign this Agreement in whole or in part without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Tyler may, without the prior written permission of the City, assign this Agreement in its entirety to the surviving entity of any merger or consolidation, or to any purchaser of substantially all of Tyler's assets.

Section 11.8. No Third Party Beneficiaries. Each of the provisions of this Agreement is for the sole and exclusive benefit of the parties hereto, as their interests may appear, and shall not be deemed for the benefit of any other person or entity or group of persons or entities.

Section 11.9. Severability. If any term or condition of this Agreement shall be held invalid in any respect, such invalidity shall not affect the validity of any other term or condition hereof.

Section 11.10. Waiver. No waiver of breach or failure to exercise any option, right, or privilege under the terms of this Agreement on any occasion or occasions shall be construed to be a waiver of the same or any other option, right or privilege on any other occasion.

Section 11.11. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida, without regard to its rules regarding conflicts of law.

Section 11.12. Compliance with Laws. Tyler and the City each shall strictly comply with all applicable laws and regulations relating in any way to the provision or use of the Tyler Software, professional services, or support services, including, but not limited to, obtaining licenses or permits and any other required government approval.

Section 11.13. Costs and Attorneys' Fees. In any action brought by any party hereto, arising out of or relating to this Agreement, the non-prevailing party agrees to promptly pay or reimburse the prevailing party for all court costs and all reasonable consultants' and attorneys' fees and expenses, paid or incurred by the prevailing party in connection with that action. Those costs and fees shall be paid in addition to such relief as the prevailing party is awarded. For purposes of this Section, the determination of which party is to be considered the prevailing party shall be made by the adjudicating court, as set forth in Section 10.2.

Section 11.14. Entire Agreement; Amendments.

- a) This Agreement represents the entire agreement of the City and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. The City hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.
- (b) This Agreement may be amended, modified, superseded, canceled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties, or in the case of a waiver, by the party waiving compliance.

Section 11.15. Construction. Descriptive headings to articles and sections are for convenience only and shall not control or affect the meaning or construction of any provisions in this Agreement.

Section 11.16. Non-Exclusivity. It is expressly acknowledged and agreed that Tyler shall provide professional services and support services to the City on a non-exclusive basis, and that nothing in this Agreement is intended to prohibit Tyler from performing work for any other party.

Section 11.17. Relationship. The relationship between the parties created by this Agreement is that of independent contractors and not partners, joint-ventures or agents.

Section 11.18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 11.19. Cooperative Use of Contract. For three (3) years from February 5, 2013, Tyler agrees that the contract terms and conditions of this Agreement shall extend to other municipalities incorporated within Florida ("Cooperative Buyer"). Then-current rates for the Tyler Software and services provided hereunder will be in effect, but at the same discounted rates the City enjoys, as commensurate with the population and number of users of the Cooperative Buyer.

Section 11.20. IVR Option. If IVR is selected by the City, the following additional terms and conditions shall apply of this Agreement:

- (a) Network Security. The City acknowledges that a third-party is used by Tyler to process IVR data. The City's content will pass through the third-party servers and will not be segregated, or in a separate physical location, from servers on which other City's content is or will be transmitted or stored.
- (b) Content. The City is responsible for all aspects of content to be used solely in conjunction with the Tyler Software.
- (c) Lawful Purposes. The City shall not use the IVR system for any unlawful purpose.
- (d) Critical Application. The City will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in providing or receiving medicate care or other emergency services.
- (e) No Harmful Code. The City represents and warrants that no content designed to delete, disable, deactivate, interfere with, or otherwise harm any aspect of the IVR system, now or in the future, shall be knowingly transmitted by The City or Users.
- (f) IVR WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TYLER MAKES NO REPRESENTATION, AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.

SIGNATURE BLOCK FOLLOWS ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc.

SIGNATURE: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF HOLLYWOOD, a municipal corporation  
of the State of Florida

ATTEST:

By:

\_\_\_\_\_  
PETER BOBER, MAYOR

\_\_\_\_\_  
PATRICIA CERNY, MMC  
CITY CLERK

Approved By:

\_\_\_\_\_  
MATT LALLA, DIRECTOR OF FINANCIAL SERVICES

ENDORSED AS TO FORM & LEGALITY  
For the use and reliance of the City of  
Hollywood, Florida, only.

\_\_\_\_\_  
JEFFREY P. SHEFFEL, CITY ATTORNEY



**Exhibit A**  
Investment Summary

**EnerGov 9 – On Premise Package\***

	Software Fee	Annual Support / Maintenance	Notes
EnerGov 9 PLM & LRM (54 users)	\$145,746	\$29,149	Includes Permitting & Land Management Suite + Licensing Suite
EnerGov GIS	\$19,999	\$3,999	Includes Viewer, GeoRule Engine, History Writer, Spatial Collections, Parcel Split Manager
iG Workforce Mobile (40 users - \$9,999 per 10 users)	\$39,996	\$7,999	Includes iG Inspect, Enforce & Reviews
EnerGov Citizen Access ePortal (PLM and LRM)	\$39,998	\$7,999	Online Permit Submission, Inspection Scheduling, Complaint Submission, Status Checks
EnerGov IVR (PLM)	\$19,999	\$3,999	Includes 1000 minutes per month. Additional minutes (in increments of 1000) invoiced at 23 cents per minute
EnerGov eReviews	\$29,999	\$5,999	Requires BlueBeam Revu or Adobe Acrobat Pro
<b>Totals:</b>	<b>\$295,737</b>	<b>\$59,144</b>	

**Professional Services**

Description	Hours	Cost / Rate	Total Cost	Notes
Project Management, Consulting & Implementation Services	1200	\$162 / hour	\$194,400	Billed monthly as incurred
Report Development Services	200	\$139 / hour	\$27,800	Billed monthly as incurred
On-Site Training & Production Support Services	120	\$134 / hour	\$16,080	Billed monthly as incurred
Administrative Training	80	\$134 / hour	\$10,720	Conducted prior to Assessment Stage; to be conducted in EnerGov Duluth, GA headquarters
Data Conversion Services	240	\$219 / hour	\$52,560	HTE and Adept Tech data sources
<b>Totals:</b>	<b>1840</b>		<b>\$301,560</b>	

**Estimated Travel Expenses**

Description	Trips	Cost / Rate	Total Cost	Notes
Includes: All transportation, lodging and per diem	10	\$1,700 / trip / resource	\$17,000	Estimate only; actual expenses to be billed according to the Tyler Business

Estimated Totals: 10 \$17,000

**Proposal Summary**

Software Costs: \$ 295,737  
7% Software Discount: - \$ 20,701

**Total Software: \$ 275,036**

Professional Services: \$ 301,560  
Estimated Travel \$ 17,000

**Total Proposed Cost: \$ 593,596 Annual Support and Maintenance: \$59,144**

**\* Package includes:**

*Social Integration Extension, Intelligent Automation Agent (IAA), EnerGov O-Data*

\*\*\*\*\*  
\*\*\*\*\*

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

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ P.O. #: \_\_\_\_\_

All primary values quoted in US Dollars

**Comments**

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

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

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

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

**Exhibit B**

**Tyler Help Desk and Support Call Process**

**\*\* FOR PURPOSES OF THIS EXHIBIT, ALL REFERENCES TO "ENERGOV" SHALL BE UNDERSTOOD TO REFER TO TYLER. \*\***

**|Standard Support Services**

Section 1.1. Support Services Introduction and Definitions

EnerGov dedicates considerable time and money insuring that our customers have available the support services that meets or exceeds our customer's expectation. Customer Service and Customer Support excellence permeates to every department and every employee of EnerGov.

Customer Support is an EnerGov Support Services provides Fault and non-Fault support.

1. Fault Support
2. Non-Fault Support -
  - a. Enhancement Support
  - b. User Comfort Support

#### Section 1.2. Fault Support

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

#### Section 1.3. Non-Fault - Enhancement Support

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

#### Section 1.4. Non-Fault - User Comfort Support

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

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

#### Section 1.5. Support Table

The following table provides a broad sampling of support issues and the responsible for those support issues.

EnerGov Support Responsibility	Client Support Responsibility
<b>EnerGov Application</b>	
Correct Application Errors	Report Application Errors
<b>Crystal Reports</b>	
Offer (cost-based) Training Classes for Crystal Reports	Create new Crystal Reports
Answer questions about Report Locations/standard content	Modify/Enhance existing Crystal Reports
Assist with inclusion of customer-created reports into EnerGov	
<b>Letters/Forms (included MS Word documents)</b>	
Answer questions about letters/forms location/access	Create/Modify MS Word Forms within EnerGov
<b>Setup/Configuration</b>	
Answer questions about custom configurations	Add new case "types" to Permitting, Planning, etc
	Modify/Delete existing case "types"
	Add/Modify/Delete accessory data to "types" (i.e. fees, etc)
	Add/Modify/Delete custom pages/fields
Answer questions regarding User Security	Add new users and assign security levels
	Modify/Update user Security
	Create/modify "role" levels
	Setup User Report Security
Answer questions regarding GIS interface	Setup/Modify Geo Rules
<b>Application Server</b>	
Provide Updates/Upgrades to Customer IT	Apply/Implement Updates/Upgrades
Provide Update/Upgrade online/phone training	
Provide technical assistance for Updates/Upgrades	
<b>Database Server</b>	
	Perform backups, maintenance, views, security, upgrades or patches
	Make no modifications to security or database structures
	create views or added security levels for end users
<b>General Training</b>	
Provide Training facilities for Customer Training at EnerGov	Provide training for new employees
Provide limited remedial phone-based training	
<b>Application Operations</b>	
Answer questions regarding application data entry	
Answer questions regarding EnerGov search features	
Answer questions regarding "what if" with EnerGov applications	

## **EnerGov's Responsibilities to You**

EnerGov is committed to providing superior support for your EnerGov system. EnerGov Support Technicians are highly trained and intimately familiar with the EnerGov application. Because they work directly with

government agencies throughout the U.S. and internationally, they are well versed on the type of work accomplished by customers like you.

#### Section 2.1. EnerGov Help Desk

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

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

#### Section 2.2. Unlimited Phone Support

Unlimited Phone Support is available during our normal support hours (7 a.m. to 8 p.m. EST, Monday through Friday except certain holidays). Certain customers, those with Platinum Support, have access to EnerGov's Help Desk 24/7.

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

#### Section 2.3. Unlimited Email Support

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

#### Section 2.4. Upgrades

"Same Type" Upgrades (see following for definition of Same Type): If you have continuously paid for Software Support since the initial licensing of the EnerGov Software, EnerGov makes available, at no cost to you, minor and major releases of the EnerGov software of the same type you have already purchased. If there are gaps in your Software Support, you should contact EnerGov's Help Desk for information about becoming eligible for free upgrades. EnerGov provides direct support for the two (2) most recent major versions of EnerGov software.

"Same Type" means you have one type of EnerGov Software (a Desktop Suite, for example, and you desire to change to the EnerGov Browser-based Suite). Consult with your Sales Representative for costs, particularly the costs of implementing the new type of software.

#### Section 2.5. Remote Support

In the process of providing user's support there may be times when it is desirable for the EnerGov Help Desk technician to access, through the Internet, a user's PC and view the support needed directly from the user's desktop. EnerGov uses third-party software such as PC Anywhere, LogMeIn123 or BLive, to accomplish this. Permission is required from the user whose desktop is being accessed before EnerGov can, or will, access the PC and the user must agree to the installation of the small application that allows remote access. EnerGov cannot access and is, in fact, prevented from accessing the user's PC without the user's granting that access.

#### Section 2.6. Response Time

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



## **|Customer Responsibility**

### Section 3.1. Provide Named "Single Point" Contact Persons

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

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

### Section 3.2. VPN Access for EnerGov Support Personnel

Resolution for certain support issues may require access to the EnerGov Server located within your agency, usually in a server room with other computers and communication equipment. The customer should provide VPN access through the existing firewall into the EnerGov Server. This allows the EnerGov Support Technician to make changes, install software updates and upgrades. Once granted access, EnerGov Support Technicians follow all security requirements you require from us.

### Section 3.3. Hardware and Other Systems

Customer will need to insure that the following items have been addressed. This is critical for EnerGov to provide the highest level of support:

- Hardware should be maintained for all CPUs executing EnerGov products
- Support contracts for all third-party software (for example, operating system, database management system, etc.) associated with EnerGov products should be maintained. EnerGov does not support these third-party products.
- Database backups should be scheduled on a daily basis and verified that they are successful.

## **|Gold Level Customer Support - Help Desk Support Procedures**

### Section 4.1. Fault Support

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

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

## Section 4.2. Fault Priority Levels (See Appendix A for complete list of Priority Levels)

Priority Level	Definition	EnerGov Response	Goal Resolution Time ***
1	Production/system is down and work cannot continue until problem is fixed. Or system is executing but not usable* output is generated.	All parties to work continuously until problem is resolved.	ASAP, with status reports daily if not fixed within 24 hours.
2	Inaccurate or loss of business data. The output is not being saved correctly or the defect prevents the nominal** solution from being generated. Problem is occurring in a business critical module, and there is no work-around.	Work should continue on a normal workday basis until a permanent solution is in place.	72 hours, with status reports every two days, if not fixed within 72 hours.
3	Issue is not critical to the business or there is a workaround to an otherwise priority 1 or 2 issue.	Resolution is worked into a planned project repair and development schedule.	Next Available Release

\* Not usable is defined as the customer cannot use the product in the live production environment to fulfill a critical business need, for which the product was intended.

\*\* Nominal is defined as the output normally generated when no anomalies are occurring.

\*\*\* The 24-hour goal is in clock hours for all Priority 1 problems. The 72-hour goal is clock hours for Platinum & Premium EnerGov Customer problems and 3 business days (Monday through Friday, excluding EnerGov holidays) for Standard EnerGov customer problems.

## Section 4.3. "Non-Fault" Support

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

## Section 4.4. EnerGov Customer Resource Management system

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

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

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

#### Section 4.5. Escalation

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

EnerGov Help Desk Technicians are highly trained, both technically and operationally on the EnerGov applications. Most Help Desk calls are resolved effectively and efficiently. In the event a fault is reported that the Help Desk Technician is unfamiliar with or unaware of, he or she will immediately internally escalate to see if the reported fault is a known fault for which a fix is available or if it is a new fault reported for the first time. New faults are immediately (logged and) escalated to EnerGov's Professional Services or Research & Development Teams, which may provide assistance in finding a short-term "work-around" until a permanent fix can be determined and issued through a software update.

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

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

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

#### Section 4.6. Closure

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

### **| Premium Level Customer Support - After-Hours Support**

#### Section 5.1. After-Hours Support Calls

This service is available only to EnerGov Customers covered by an After-Hour Support Agreement. Additionally, only "emergency" fault issues of Priority level 1 or 2 qualify for after-hour support. EnerGov reserves the right to postpone resolution of non-emergency faults until normal business hours should the resolution require software modifications beyond the scope of the Help Desk.

Premium Customers are provided the pager number of the "on-call" Help Desk technician. Fault Support is requested by paging the "on-call" person, who will respond to the page within 30 minutes. Priority 1 or 2 Goal Response times (See Appendix A) is followed.

When reporting an issue to the Help Desk, the customer should have all basic information and as much of the following data as possible available:

- A business explanation of the issue's severity
- Application and revision (obtained from Help - About)
- Module or screen where problem occurred

- Detailed description of the problem, not generalities
- Whether it is repeatable or random
- Error logs or other data useful in determining resolution

### Section 5.2. Resolution Process

During after-hours, support will focus on getting you back up and running. (Discussing, analyzing, and providing corrective action/information).

On-Call support personnel are equipped with the appropriate materials to resolve emergency issues and have escalation paths defined for issues that cannot be resolved by the initial analyst. The support analyst may suggest a viable business alternative to relieve the emergency situation, and then he or she will log the issue to be resolved according to the priority response schedule.

### Section 5.3. Wellness Review

The EnerGov Wellness Review visit, included with Premium and Platinum Support levels, evaluates the current use of the EnerGov Product Suite relative to current business requirements, with the objective of identifying opportunities for the Customer to gain additional value from the software already owned. During this review, a senior consultant will perform the following:

- Review the current setup and implemented functions
- Review the current procedures and workflows
- Discuss business issues and initiatives
- Review usage with each key user
- Discuss functionality not currently used and its application, as appropriate
- Discuss alternative or additional procedures
- Discuss future upgrade issues and requirements
- Provide some direct assistance (tips, did you knows, model suggestions, etc.)

The feedback of this review is a written report outlining opportunities for improvement. Typically the Customer may implement many of these opportunities, without any outside assistance. Where EnerGov can assist, we will offer to provide a separate quote or proposal, if requested.

The terms of this service are as follows:

- For each Customer on Platinum support, EnerGov will schedule two 3-day Wellness Reviews each year.
- The Wellness Review must occur during the EnerGov year and must be at least 6 months after the preceding review – thus Wellness Review days cannot be accumulated.
- Reviews are scheduled on a first-come-first-served basis, on a mutually set date, usually within 1 month of being requested. To schedule your review, call Nathan Borrer at 888-355-1093 or e-mail at [nborrer@energov.com](mailto:nborrer@energov.com).
- The Customer is responsible for travel expenses and will be quoted at the time of the request. As always, EnerGov will work with the Customer to minimize those expenses – scheduling in advance often saves significant expenses.
- Wellness Reviews can also be scheduled by existing customers with the standard support package on an as needed basis. 3-day wellness visits will be charged according to the current EnerGov services rate (plus travel expenses) at time of request.

If you have any questions about this service, please call your EnerGov Sales Representative.

### Section 5.4. Tracking and Closure

Afterhours tracking and closure are identical to Gold Level customer support.

## **|Software Enhancement Requests**

EnerGov accepts and logs all product enhancement requests and passes these requests to EnerGov's Research & Development Department. These requests are assigned a priority based on their general

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

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

## **General Terms of Software Support**

### **Section 7.1. Software definition of the EnerGov System**

The EnerGov system includes only the EnerGov Software suite of products.

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

### **Section 7.2. Coverage**

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

### **Section 7.3. On-Site Support**

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

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

### **Section 7.4. Exceptions**

Any problem resulting from the misuse, improper use, unauthorized alteration, or damage of the software; any problem caused by the modification not authorized by EnerGov; or any problem resulting from the combination of EnerGov Products with hardware, programming or other equipment to the extent such combination has not been approved by EnerGov are not covered by this EnerGov Support agreement. Any resolution to these



problems will be on a “time and materials” basis at the then current Professional Services rates for Technical Consultants.

#### Section 7.5. Limitation on Back-Level Support

If Customer chooses not to install any Release, EnerGov will, at Customer's request, use its reasonable efforts to maintain versions of the Software prior to the Current Release (and the one Release immediately preceding the Current Release), subject to an additional charge, and subject to availability of EnerGov technical support staff.

### **Master Customer Agreement & Software Support Agreement**

THIS SUPPORT MANUAL IS NOT A LEGAL CONTRACT BETWEEN ENERGOV AND YOUR ORGANIZATION OR ANYONE ELSE. LEGAL TERMS AND CONDITIONS ARE SPECIFIED ONLY IN THE MASTER CUSTOMER AGREEMENT AND ASSOCIATED SOFTWARE SUPPORT AGREEMENT SIGNED BY YOUR ORGANIZATION AND ENERGOV. This document will be updated from time to time and EnerGov does not warrant that this document is accurate.

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

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

\* Not usable is defined as the customer cannot use the product in the live production environment to fulfill a critical business need, for which the product was intended.

\*\* Nominal is defined as the output normally generated when no anomalies are occurring.

\*\*\* The 24-hour goal is in clock hours for all Priority 1 problems. The 72-hour goal is clock hours for Platinum & Premium EnerGov Customer problems and 3 business days (Monday through Friday, excluding EnerGov holidays) for Standard EnerGov customer problems.

## Appendix B: EnerGov Support/Maintenance Packages and Services

Package	Description	Pricing
<b>Gold Package (standard)</b>	Standard Support / 7 am to 8 pm Eastern Time on normal business days for Phone, Email, Desktop Streaming	20% of software cost
<b>Platinum Package</b>	Standard Support + <ul style="list-style-type: none"> <li>5 passes to annual Users Group/year*</li> </ul> *does not include travel (transportation, meals, lodging, etc) <ul style="list-style-type: none"> <li>10 custom developed reports/year</li> <li>Onsite wellness visits 2x/year</li> </ul>	28% of software cost (\$20,000/yr minimum upgrade from Gold Package)
<b>Package Add-ons</b>	<b>Description</b>	<b>Pricing</b>
<b>Premium option</b>	24 hour support	8% additional of software cost to either support package
<b>Additional Support Services</b>	<b>Description</b>	<b>Pricing</b>
<b>Custom Reporting</b>	On-Demand Custom Reporting Services (not included in Standard Support)	\$175/Hr
<b>Custom Development Services (not included in proposal)</b>	<ul style="list-style-type: none"> <li>Custom Software Development (</li> <li>Data Conversion / Integration Services</li> </ul>	\$250/Hr \$225/Hr
<b>Onsite Training</b>	Professional Onsite Training Services	\$175/hr
<b>System Administration Services</b>		\$175/hr

## **|Appendix C: Technical Contacts – Minimum Recommended Training**

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

- Basic application specific functions and utilities (provided as part of a typical EnerGov Install as System Administration training):
  - Start-up Shut-down EnerGov Product
  - Insert, Update, and Delete basic setup data through EnerGov Product
  - Setup, add, modify, and delete, specific business data and fees
  - Troubleshoot basic EnerGov application
  - Add and Modify users, roles, and permissions
- Intermediate application diagnostic and correction skills (provided by EnerGov as additional training):
  - Be able to back-up and restore your database
  - Understand and know how to configure your ini files
  - Learn how to diagnose common errors
  - Attach, Detach, and backup of EnerGov database
  - Basic Crystal Report Writing training

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

## **|Appendix D: Custom Report Request Form**

SOW Attachment E contains the current Custom Rep

## **Exhibit C**

### **Business Travel Policy**

#### **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 reservations far enough in advance to take full advantage of discount opportunities. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

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

##### **B. Baggage Fees**

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

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

Baggage fees for sports equipment are not reimbursable.

#### **2. Ground Transportation**

##### **A. Private Automobile**

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

##### **B. Rental Car**

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

##### **C. Public Transportation**

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

#### D. Parking & Tolls

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

### 3. Lodging

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

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

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

### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates range from \$46 to \$71. A complete listing is available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

#### A. Overnight Travel

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

##### Departure Day

Depart before 12:00 noon

Lunch and dinner

Depart after 12:00 noon

Dinner

Return Day

Return before 12:00 noon

Breakfast

Return between 12:00 noon & 7:00 p.m.

Breakfast and lunch

Return after 7:00\* p.m.

Breakfast, lunch and dinner

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



5. Entertainment

All entertainment expenses must have a business purpose; a business discussion must occur either before, after or during the event in order to qualify for reimbursement. The highest-ranking employee present at the meal must pay for and submit entertainment expenses. An employee who submits an entertainment expense for a meal or participates in a meal submitted by another employee cannot claim a per diem for that same meal.

6. 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.

Effective Date: April 1, 2012

Template Statement of Work



## Statement of Work

For EnerGov Software and Implementation

---

*Prepared for:*

**[INSERT CUSTOMER NAME]**

*Prepared by:*

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**1/26/2014**

## DOCUMENT CONTROL

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### **PROJECT SCOPE:**

Based on the software purchased and the previous discussions with the Tyler sales representative the following defines Tyler's understanding of the Scope of this Project:

What follows is an overview of the deliverables of each stage within this implementation process. This document includes:

- The tasks to be accomplished within each stage
- The resources required of both EnerGov and the Agency
- The stakeholders engaged
- Risk identification
- Success factors
- Invoicing and payment procedures
- Attachments

### **ENERGOV RESOURCES PURCHASED:**

- Implementation Services = 3,504 resource hours
- EnerGov Team Training = 80 resource hours
- Onsite Training Services = 840 resource hours
- Report Development Services = 152 resource hours
- Legacy Data Conversion & Interfaces = 1,464 resource hours
- Travel = 62 weeks onsite

### **TASKS**

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

- **Own** – Ownership of the task throughout
- **Participate** – Active, ongoing participation in the task throughout
- **Advise** – Advisory role as needed by the other party
- **None** – No planned/required involvement by the designated party

(a)

(b) Stage 0 - Software Delivery

#### **Objectives:**

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

(c) Stage 1 - Initiation and Planning

#### **Objectives:**

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

#### **Tasks:**

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

**Milestone/Deliverable:** Signoff of Initiation and Planning Stage

(d) Stage 2 - Assess & Define

**Objectives:**

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

**Tasks:**

Assess & Define		
Tasks	Tyler	Agency
Identify Case Types (i.e. Permit Types, Plan Types, Inspection Types, etc.)	Advise	Own
Scope and document business processes to be implemented (i.e. Workflows, Automation, GeoRules, etc.)	Own	Participate
Return Process and Configuration Collection Templates to Tyler	None	Own

Deliver ArcGIS base map service(s) to Tyler	Advise	Own
Develop Project Definition Documents to include comprehensive collection of business processes, configuration and other details identified during this Stage	Own	Participate
Deliver and review Project Definition Documents	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver Assess & Define Stage Sign Off to Agency	Own	None
Return Assess & Define Stage Sign Off to Tyler	None	Own

**Milestone/Deliverable:** Signoff of Assess & Define Stage

(e) Stage 3A –System Configuration

**Objectives:**

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

**Tasks:**

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

**Milestone/Deliverable:** Signoff of System Configuration Stage

(f) Stage 3B – Configuration - Internal Test

**Objectives:**

- Conduct Initial operational test
- Confirm proper configuration

**Tasks:**

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

**Milestone/Deliverable:** Signoff of Internal Test Stage

(g) Stage 4A - Build Specifications

**Objectives:**

- Define custom report requirements
- Define and map data conversion requirements (see section titled *Data Conversion*)
- Define integration specifications
- Define and map, based on provided API's, interface requirements

Data Conversion within scope		
System Name	Details	Comments
See inv summary		

System Integrations within scope	
System Name	Comments
See inv summary	

**Tasks:**

Build Specifications		
Tasks	Tyler	Agency
Populate Data Conversion Template Database (DCT-DB)	Advise	Own
Deliver and review list out-of-the-box standard reports, documents, dashboards and search consoles in order to identify any gaps in report coverage that may require custom report development	Own	Participate
Deliver Report Specifications (must include the formula for any field calculations/summaries) and PDF samples for any required custom reports (if necessary)	Advise	Own
Deliver Custom Report Development estimate (hours and cost) and accompanying Change Order (if necessary)	Own	None
Deliver API's for any integrations that require them (if necessary)	None	Own
Develop integration specifications	Own	Advise
Deliver and review integration specifications to Agency	Own	Advise
Produce custom programming specifications and deliver to EnerGov R&D (if necessary)	Own	Advise
Other tasks as identified	Own for respective team	Own for respective team
Deliver Build Specifications Stage Sign Off to Agency	Own	None
Return Build Specifications Stage Sign Off to Tyler	None	Own

**Milestone/Deliverable:** Signoff of Build Specifications Stage

(h) Stage 4B - Build

**Objectives:**

- Write Custom Reports per defined requirements
- Import data from Data Conversion Template Database (DCT-DB) into master EnerGov database
- Development of scoped and defined integrations

**Tasks:**

Build
-------

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

**Milestone/Deliverable:** Signoff of Build Stage

(i) Stage 5A - System Acceptance Planning

**Objectives:**

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

**Tasks:**

System Acceptance Testing		
Tasks	Tyler	Agency
Develop and review acceptance schedule and criteria	Own	Participate
Coordinate training logistics and schedule	Own	Participate
Provide facilities suitable to training and testing needs	Advise	Own
Provide, if requested by Customer, Tyler's training lab	Own	Advise
Recommend test strategies, scenarios and best acceptance practices	Own	Participate
Develop test scripts and testing criteria (based on documented business processes, interfaces, imports, reporting, etc.)	Advise	Own
Provide System Overview and Administrator training for Power Users	Own	Participate
Deliver fully configured database for pre-System Acceptance Testing data import to EnerGov	None	Own
Populate Data Conversion Template Database (DCT-DB) with latest iteration for System Acceptance Testing	None	Own
Conduct pre-System Acceptance Testing import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to Agency	Own	None
Deploy fully configured and imported master EnerGov database into the Production testing environment NOTE: As this is Phase I, System Acceptance Testing may take place in the Production system while configuration issue resolution is done in Pre-production and promoted to Production for retesting	None	Own
Conduct testing of custom (if necessary) and standard reports	Advise	Own



Conduct testing of main EnerGov forms and end-to-end system functionality	Advise	Own
Conduct testing of produced integrations	Advise	Own
Conduct testing of imported data	Advise	Own
Record testing results in SharePoint	None	Own
Other tasks as identified	Own for respective team	Own for respective team
Deliver System Acceptance Testing Stage Sign Off to Agency	Own	None
Return System Acceptance Testing Stage Sign Off to Tyler	None	Own

**Milestone/Deliverable:** Signoff of System Acceptance Testing Stage

(j) Stage 5B – Verification and System Acceptance

**Objectives:**

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

**Tasks:**

Verification and System Acceptance		
Tasks	Tyler	Agency
Resolve identified System Acceptance Testing issued identified	Own	Participate
Retest until Acceptance criteria are met or full hours consumed	Participate	Own
Other tasks as identified	Own for respective team	Own for respective team
Deliver Verification and System Acceptance Stage Sign Off to Agency	Own	None
Return Verification and System Acceptance Stage Sign Off to Tyler	None	Own

**Milestone/Deliverable:** Signoff of Verification and System Acceptance Stage

(k) Stage 6 - User Training

**Objectives:**

- Provide requisite hours of classroom and one-on-one training and knowledge transfer

**Tasks:**

User Training		
Tasks	Tyler	Agency
Produce, deliver and review agency specific training materials	Own	Participate
Coordinate training logistics and schedule	Own	Participate
Provide facilities suitable to training needs	Advise	Own
Provide, if requested by Customer, Tyler's training lab	Own	Advise
Deliver fully configured database for pre-User Training data import to EnerGov	None	Own
Populate Data Conversion Template Database (DCT-DB) with latest iteration for User Training	None	Own
Conduct pre-User Training import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to Agency	Own	None
Deploy fully configured and imported master EnerGov database into the Production testing environment	None	Own

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

**Milestone/Deliverable:** Signoff of User Training Stage

(1) Stage 7 – Production & Production Support

**Objectives:**

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

**Tasks:**

Production & Production Support		
Tasks	Tyler	Agency
Deliver fully configured database for Production data import to EnerGov	None	Own
Populate Data Conversion Template Database (DCT-DB) with latest iteration for Production	None	Own
Conduct Production import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to Agency	Own	None
Deploy fully configured and imported master EnerGov database into the Production environment	None	Own
Provide onsite pre and post production support	Own	None
Define support logistics and schedule	Own	Advise
Assist customer as production issues arise	Own	Participate
Provide technical and functional user support	Participate	Own
Develop and maintain post-production issues list in SharePoint	Participate	Own
Ensure key/critical personal are present and available to participate	Advise	Own
Other tasks as identified	Own for respective team	Own for respective team
Deliver Production & Production Support Stage Sign Off to Agency	Own	None
Return Production & Production Support Stage Sign Off to Tyler	None	Own

**Milestone/Deliverable:** Signoff of Production & Production Support Stage

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

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

One of the more difficult aspects of software transition revolves around data conversion. Optionally, data can be entered into a new system manually but the time, expense and accuracy of this method falls short of most project requirements. Automating the process through the use of custom written code is faster, less expensive and more accurate but creates friction points between vendor and customer.

The following criteria are applied to Data Conversion

#### ☐ Data Format

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

#### ☐ Data scrubbing/cleansing

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

#### ☐ Required Fields

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

#### ☐ Custom Fields

Most legacy systems will have some attribute fields that are not specified in the corresponding master table within DCT-DB. In the EnerGov software, we will refer to these as custom fields. Within each module, there will be a child table for such custom fields. Since these are specific to the legacy system(s), the Customer may add columns to these tables in DCT-DB to accommodate any needed custom fields in the migration.

#### ☐ Parsing data

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

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

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

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

#### ☐ Business-Specific Rules

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

#### ☐ Calendars & Scheduling

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

### Section 15.1. INVOICING AND CUSTOMER SIGNOFFS

Tyler will invoice monthly for resources consumed against each stage. Tyler will not invoice for any resources required outside of the project budget without a signed and approved change order from the customer. Customer is responsible for

signing off on the hours consumed in accordance with project requirements. An approved Change Order is required if additional hours are needed or scope is changed.

#### Section 15.2. KEY PROJECT ASSUMPTIONS

- Customer and Tyler shall review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Customer will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- Customer will provide work space for Tyler Services for work completed on Customer premises.
- Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation Tyler will provide newer releases of the software that meet or exceed the version available at contract signing. After Go-Live, the Customer is responsible for installing newer releases. Release notes are provided for all new versions.
- Customer will maintain primary responsibility for the scheduling of Customer employees and facilities in support of project activities.
- Customer shall provide Tyler with network access for remote installation and testing through industry standards such as Virtual Private Network (VPN) or other secure access methods.
- Customer will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.
- Customer is responsible for proper site preparation, hardware, software and network configuration in accordance with Tyler specifications.
- Customer has, or will provide, access licenses and documentation of existing system to which Tyler will read, write or exchange data.
- Customer has, or will provide, a development/testing environment for import and interface testing as they are developed by Tyler.
- Tyler shall be responsible for implementing a functioning version of the application software (assuming Customer has installed the proper hardware, software, and networking devices).
- Tyler will provide Customer with a weekly status reports that outline the tasks completed. Tyler will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed (from customer) to complete the tasks, a current or updated version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates) as needed.
- Tyler personnel shall attend executive project review committee meetings (internal) as needed.

#### Section 15.3. OUT OF SCOPE

- Any custom software enhancements such as; undocumented enhancements to source code
- Resource hours that extend scope. (Additional hours must be approved through a Change Order.)
- Post System Acceptance Configuration. System Acceptance requirements are met at the completion of System Acceptance (Stage 5). Any changes requested of the Tyler implementation team to alter the configuration, post System Acceptance, must be documented through a Change Order and may incur additional costs. Customer has access to all built-in configuration tools is free to reconfigure or create new configuration as required or desired.

### **RISK / MITIGATION STRATEGY**

#### (a) Unavailability/Incompatibility of Staff

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

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

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

(b) Agency Staff Availability

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

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

(c) Scope Changes (aka - Scope "Creep")

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

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

(d) Activity Focus

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

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

(e) Incomplete Legacy, Interface Documentation

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

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

(f) Achievable Goals

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

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

(g) Technology Age

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



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

### **CRITICAL SUCCESS FACTORS**

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

- **Knowledge Transfer** - While Tyler cannot guarantee specific expertise for Customer staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the Customer. It is critical that Customer personnel participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization. After completion of the production phase, the Customer will be responsible for administering the configuration and introduction of new processes in the Tyler system.
- **Dedicated Customer Participation** – Tyler fully understands that Customer staff members have daily responsibilities that shall compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the Customer acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler shall communicate insufficient participation of Customer and Tyler resources as well as the corresponding impact(s), through Project Status Reports.
- **Acceptance Process** – Acceptance must be based on criteria. The objectives and tasks of each stage of a project provide the basic criteria by which to judge acceptance of a stage is to be granted. Within each stage additional criteria will be developed by team members on which to judge future stages. For example, System Acceptance (Stage 5) will be based on criteria developed in earlier stages.

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

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

- **Managing Project Scope** - In an effort to implement the project on time and within budget, both Tyler and Customer agree to limit the software and professional services to only those items identified in this Statement of Work. Expanded scope results in additional costs. The implementation services scope for the Tyler products and departmental configuration services are formalized the approved project definition documentation ("PDD") defined during the Assess and Define stages of the project. Functional software requirements are defined by the functional requirements matrix (if provided in the RFP and responded in the affirmative by Tyler and included in the contract or this SOW) and by the customer's due diligence assessment and are not included within the system configuration / project scope.

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

### **FUTURE AMENDMENTS TO SCOPE**

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



## **PROJECT MANAGEMENT**

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

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

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

### **Section 20.1. STAFFING**

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

### **Section 20.2. PROJECT SCHEDULE**

Upon execution of the contract, the parties will subsequently collaborate during the project planning and initiation stage to determine a start date for services to be rendered. Upon initiation of these services, Tyler shall work with Customer to collaboratively define a baseline or preliminary project schedule/plan. Given the fact that project schedules are working documents that change over the course of the project, Tyler shall work closely with Customer to update, monitor, agree, and communicate any required changes to the project schedule.

## **Development Tools**

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

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

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

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

## **Documentation**

### **Section 22.1. Tyler-provided documentation**

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

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








### **Section 22.2. Customer-provided documentation**

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

Documentation originated by the Customer includes:

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

#### SOW ATTACHMENTS

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

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

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



SOW Attachment H -  
Data Conversion Terr

(i)