



## SOFTWARE AS A SERVICE AGREEMENT

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

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

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

### SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Alameda, California.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system

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

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

## SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. **SaaS Fees.** You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. **Ownership.**

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

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

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

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

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

6. Functionality Replacement. For a period of five (5) years from the Effective Date, if a new release of the Tyler Software removes functionality that was originally provided under this SaaS Agreement, we will provide alternative means for performing the same function, at no additional cost to you beyond payment of the annual SaaS Fees.

7. SaaS Services

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

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

7.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's

capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

- 7.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 7.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 7.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 7.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 7.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 7.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 7.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.



## SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Personnel
  - 8.1 Project Manager. Each party shall appoint a project manager. The project managers shall meet as agreed upon and reasonably necessary to coordinate, review, and ensure Tyler's performance

under this Agreement. Client's project manager will oversee the administration of Tyler's tasks under this Agreement. The foregoing notwithstanding, Tyler shall direct its personnel in the performance of services required under this Agreement.

8.2 Personnel. Tyler shall exercise commercially reasonable efforts to not reassign its personnel assigned to Client's project. Client may request personnel changes with cause. Client shall permit Tyler reasonable opportunity to cure requests to remove personnel that Client deems is performing unsatisfactorily. Any replacement personnel assigned by Tyler shall have sufficient experience and familiarity with the Client's project so as to provide services in accordance with the requirements of this Agreement prior to said replacement personnel performing billable services under this Agreement. If Client disputes that Tyler personnel assigned to the Client have sufficient experience and familiarity with the Client's project so as to provide services in accordance with the requirements of this Agreement, then the dispute will be resolved by proceeding with the dispute process set forth in Section H, Subsection 3 of this Agreement.

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

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

9.2 provide telephone support during our established support hours;

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

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

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

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

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

## **SECTION D – THIRD PARTY PRODUCTS**

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

## **SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Not To Exceed Contract Amount. The City and Tyler agree that the total not-to-exceed contract amount for the contract Term (as described in Section F(1)) is \$3,978,212.00. This amount equals the sum of the one time fees and ten-year SaaS fees associated with the modules listed in the Investment Summary. The not to exceed contract amount includes travel expenses for the SaaS and services in scope as of the Effective Date. The not to exceed commitment is contingent on your timely performance of your obligations under this Agreement, as well as the scope of the Agreement upon the Effective Date. Tyler reserves the right to require adjustment of the not to exceed amount for any changes in scope.
2. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
3. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a

justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## **SECTION F – TERM AND TERMINATION**

1. **Term.** The initial term of this Agreement is seven (7) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for up to three (3) additional one (1) year renewal terms. Annual SaaS fees for the first of these three annual renewals shall increase no more than five percent (5%) over the annual SaaS fees in force at the end of year seven, with no further increase to the applicable SaaS fee for the remaining two (2) annual renewals. Thereafter, the SaaS term may be renewed for additional one (1) year terms, at our then-current pricing, by mutual consent of the parties, and the Client may indicate its agreement to renew the SaaS term by timely payment of the SaaS renewal invoice. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1. **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2. **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
  - 2.3. **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4. **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

3. Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
  - 3.1. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term;
  - 3.2. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term; and
  - 3.3. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 5% of the SaaS Fees then due for the remainder of the initial term.

## **SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

### **1. Intellectual Property Infringement Indemnification.**

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

### **2. General Indemnification.**

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a

law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

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

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability, including cyber and privacy liability of at least \$5,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance annually, at least 30 days prior to certificate expiration.

## **SECTION H – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a

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

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for thirty (30) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security



numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

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

18. Business License. The City of Alameda requires firms doing business with the City to obtain a business license. Tyler will be responsible for the timely submission of a business license application and obtaining said license prior to beginning work on the City's project.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its rules on conflicts of law. The Agreement and any obligation of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over and applicable to either party's performance pursuant to this Agreement. Any suits brought pursuant to this Agreement shall be filed with the state or federal Courts of the County of Alameda, State of California.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:

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

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

Tyler Technologies, Inc.

City of Alameda

By: Andrea Fravert

By: \_\_\_\_\_

Name: Andrea Fravert

Name: \_\_\_\_\_

Title: Director of Legal Affairs

Title: \_\_\_\_\_

Date: 7/10/19

Date: \_\_\_\_\_

Address for Notices:

Tyler Technologies, Inc.

Address for Notices:

City of Alameda

One Tyler Drive

City Manager's Office

Yarmouth, ME 04096

2263 Santa Clara Avenue, Room 320

Attention: Chief Legal Officer

Alameda, CA 94501-4478

Attn: City Manager



## **Exhibit A**

### **Investment Summary**

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

*Tyler sales quotation to be inserted prior to Agreement execution.*

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Quoted By: Kyle M. Johnson  
 Date: 3/14/2019  
 Quote Expiration: 1/1/2019  
 Quote Name: City of Alameda-ERP-Munis  
 Quote Number: 2018-53005-4  
 Quote Description: Alameda - SaaS Revised Contract Quote v.3 031419

### Sales Quotation For

City of Alameda  
 2263 Santa Clara Ave Rm 320  
 Alameda, CA 94501-4478  
 Phone +1 (510) 748-4500

### SaaS

| Description                               | # Years | Annual Fee  | Impl. Hours | Impl. Cost  | Data Conversion |
|-------------------------------------------|---------|-------------|-------------|-------------|-----------------|
| Financial:                                |         |             |             |             |                 |
| Accounting/GL                             | 7.0     | \$47,991.00 | 120         | \$21,000.00 | \$12,300.00     |
| Accounts Payable                          | 7.0     | \$15,197.00 | 48          | \$8,400.00  | \$0.00          |
| Bid Management                            | 7.0     | \$6,599.00  | 32          | \$5,600.00  | \$0.00          |
| Budgeting                                 | 7.0     | \$15,197.00 | 48          | \$8,400.00  | \$0.00          |
| Capital Assets                            | 7.0     | \$14,512.00 | 64          | \$11,200.00 | \$3,500.00      |
| Cash Management                           | 7.0     | \$10,198.00 | 40          | \$7,000.00  | \$0.00          |
| Contract Management                       | 7.0     | \$6,599.00  | 32          | \$5,600.00  | \$5,000.00      |
| Project & Grant Accounting                | 7.0     | \$10,912.00 | 48          | \$8,400.00  | \$5,000.00      |
| Purchasing                                | 7.0     | \$24,595.00 | 144         | \$25,200.00 | \$3,000.00      |
| Human Capital Management:                 |         |             |             |             |                 |
| ExecuTime Time & Attendance (650)         | 7.0     | \$18,331.00 | 144         | \$25,200.00 | \$0.00          |
| ExecuTime Time & Attendance Mobile Access | 7.0     | \$2,380.00  | 0           | \$0.00      | \$0.00          |
| Human Resources & Talent Management       | 7.0     | \$21,196.00 | 104         | \$18,200.00 | \$0.00          |
| Payroll w/ESS                             | 7.0     | \$29,726.00 | 216         | \$37,800.00 | \$27,800.00     |
| Revenue:                                  |         |             |             |             |                 |

**SaaS**

| Description                        | # Years | One Time Fees       |             |                     |                    |
|------------------------------------|---------|---------------------|-------------|---------------------|--------------------|
|                                    |         | Annual Fee          | Impl. Hours | Impl. Cost          | Data Conversion    |
| Accounts Receivable                | 7.0     | \$12,569.00         | 104         | \$18,200.00         | \$0.00             |
| General Billing                    | 7.0     | \$5,713.00          | 56          | \$9,800.00          | \$1,800.00         |
| Tyler Cashiering                   | 7.0     | \$18,282.00         | 56          | \$9,800.00          | \$0.00             |
| <b>Productivity:</b>               |         |                     |             |                     |                    |
| Munis Analytics & Reporting (SaaS) | 7.0     | \$10,351.00         | 88          | \$15,400.00         | \$0.00             |
| Tyler Content Manager SE           | 7.0     | \$17,140.00         | 64          | \$11,200.00         | \$0.00             |
| Tyler Forms Processing             | 7.0     | \$7,989.00          | 0           | \$0.00              | \$0.00             |
| <b>TOTAL:</b>                      |         | <b>\$295,477.00</b> | <b>1408</b> | <b>\$246,400.00</b> | <b>\$58,400.00</b> |

**Other Services**

| Description                                                                                                                                                                       | Quantity | Unit Price  | Unit Discount | Extended Price |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------|---------------|----------------|
| Additional Implementation - Application Integration Lead                                                                                                                          | 160      | \$175.00    | \$0.00        | \$28,000.00    |
| Additional Implementation - Custom Report Development                                                                                                                             | 120      | \$175.00    | \$0.00        | \$21,000.00    |
| Additional Implementation - Project Management Services (25% Dedicated)                                                                                                           | 28       | \$7,500.00  | \$0.00        | \$210,000.00   |
| Assistance with exporting on-premises UNIX payroll employee history data and payroll check data into an Excel file format for future access (Koa Hills)                           | 1        | \$11,200.00 | \$0.00        | \$11,200.00    |
| Assistance with facilitating setup of a local version of the cloud-based Pentamation data (Koa Hills)                                                                             | 1        | \$10,400.00 | \$0.00        | \$10,400.00    |
| Assistance with the integration of HR card data and the SQL Pentamation data for all SQL HR data to be migrated into Munis (mapping integration software is included) (Koa Hills) | 1        | \$9,600.00  | \$0.00        | \$9,600.00     |
| Business Process Consulting - Purchasing & Requisitions                                                                                                                           | 1        | \$15,750.00 | \$0.00        | \$15,750.00    |
| Business Process Consulting - Payroll                                                                                                                                             | 1        | \$28,000.00 | \$0.00        | \$28,000.00    |
| CentralSquare to Munis Data Extraction/ Conversion (Koa Hills)                                                                                                                    | 1        | \$48,000.00 | \$0.00        | \$48,000.00    |
| Change Management Consulting                                                                                                                                                      | 1        | \$40,000.00 | \$0.00        | \$40,000.00    |
| P-Card Import Format                                                                                                                                                              | 1        | \$5,500.00  | \$0.00        | \$5,500.00     |
| Phase One (1) Financials - End-User Training                                                                                                                                      | 80       | \$175.00    | \$0.00        | \$14,000.00    |
| Phase Two (2) Human Capital Management - End-User Training                                                                                                                        | 80       | \$175.00    | \$0.00        | \$14,000.00    |

### Other Services

| Description                            | Quantity | Unit Price | Unit Discount | Extended Price      |
|----------------------------------------|----------|------------|---------------|---------------------|
| PR Positive Pay Export Format          | 1        | \$3,000.00 | \$0.00        | \$3,000.00          |
| Tyler Forms Library - Financial        | 1        | \$2,300.00 | \$0.00        | \$2,300.00          |
| Tyler Forms Library - General Billing  | 1        | \$2,500.00 | \$0.00        | \$2,500.00          |
| Tyler Forms Library - Payroll          | 1        | \$1,500.00 | \$0.00        | \$1,500.00          |
| Tyler Forms Library - Personnel Action | 1        | \$1,400.00 | \$0.00        | \$1,400.00          |
| Tyler Forms Processing Configuration   | 1        | \$2,000.00 | \$0.00        | \$2,000.00          |
| VPN Device                             | 1        | \$4,000.00 | \$0.00        | \$4,000.00          |
| <b>TOTAL:</b>                          |          |            |               | <b>\$472,150.00</b> |

### 3rd Party Hardware, Software and Services

| Description                               | Quantity | Unit Price | Unit Discount | Total Price       | Unit Maintenance | Discount | Total Year One Maintenance |
|-------------------------------------------|----------|------------|---------------|-------------------|------------------|----------|----------------------------|
| Cash Drawer                               | 2        | \$230.00   | \$0.00        | \$460.00          | \$0.00           | \$0.00   | \$0.00                     |
| Printer (TM-S9000)                        | 2        | \$1,600.00 | \$0.00        | \$3,200.00        | \$0.00           | \$0.00   | \$0.00                     |
| Tyler Secure Signature System with 2 Keys | 1        | \$1,650.00 | \$0.00        | \$1,650.00        | \$0.00           | \$0.00   | \$0.00                     |
| <i>3rd Party Hardware Sub-Total:</i>      |          |            |               | <i>\$5,310.00</i> |                  |          | <i>\$0.00</i>              |
| <b>TOTAL:</b>                             |          |            |               | <b>\$5,310.00</b> |                  |          | <b>\$0.00</b>              |

### Summary

|                                                 | One Time Fees         | Recurring Fees      |
|-------------------------------------------------|-----------------------|---------------------|
| Total SaaS                                      | \$0.00                | \$295,477.00        |
| Total Tyler Software                            | \$0.00                | \$0.00              |
| Total Tyler Services                            | \$776,950.00          | \$0.00              |
| Total 3rd Party Hardware, Software and Services | \$5,310.00            | \$0.00              |
| <b>Summary Total</b>                            | <b>\$782,260.00</b>   | <b>\$295,477.00</b> |
| <b>Contract Total</b>                           | <b>\$2,850,599.00</b> |                     |
| <b>(Excluding Estimated Travel Expenses)</b>    |                       |                     |
| <b>Estimated Travel Expenses</b>                | <b>\$196,860.00</b>   |                     |

### Detailed Breakdown of Conversions (included in Contract Total)

| Description                                            | Unit Price | Unit Discount | Extended Price     |
|--------------------------------------------------------|------------|---------------|--------------------|
| Accounting - Actuals up to 3 years                     | \$1,500.00 | \$0.00        | \$1,500.00         |
| Accounting - Budgets up to 3 years                     | \$1,500.00 | \$0.00        | \$1,500.00         |
| Accounting Standard COA                                | \$2,000.00 | \$0.00        | \$2,000.00         |
| Accounts Payable - Checks up to 5 years                | \$2,000.00 | \$0.00        | \$2,000.00         |
| Accounts Payable - Invoice up to 5 years               | \$3,500.00 | \$0.00        | \$3,500.00         |
| Accounts Payable Standard Master                       | \$1,800.00 | \$0.00        | \$1,800.00         |
| Capital Assets Std Master                              | \$3,500.00 | \$0.00        | \$3,500.00         |
| Contracts                                              | \$5,000.00 | \$0.00        | \$5,000.00         |
| General Billing Std CID                                | \$1,800.00 | \$0.00        | \$1,800.00         |
| Payroll - Accrual Balances                             | \$2,500.00 | \$0.00        | \$2,500.00         |
| Payroll - Accumulators up to 5 years                   | \$2,000.00 | \$0.00        | \$2,000.00         |
| Payroll - Certifications                               | \$2,000.00 | \$0.00        | \$2,000.00         |
| Payroll - Check History up to 5 years                  | \$2,000.00 | \$0.00        | \$2,000.00         |
| Payroll - Deductions                                   | \$2,800.00 | \$0.00        | \$2,800.00         |
| Payroll - Earning/Deduction Hist up to 5 years         | \$3,500.00 | \$0.00        | \$3,500.00         |
| Payroll - Education                                    | \$2,000.00 | \$0.00        | \$2,000.00         |
| Payroll - PM Action History up to 5 years              | \$2,000.00 | \$0.00        | \$2,000.00         |
| Payroll - Position Control                             | \$2,000.00 | \$0.00        | \$2,000.00         |
| Payroll - Recruiting                                   | \$2,000.00 | \$0.00        | \$2,000.00         |
| Payroll - Standard                                     | \$3,000.00 | \$0.00        | \$3,000.00         |
| Payroll - State Retirement Tables                      | \$2,000.00 | \$0.00        | \$2,000.00         |
| Project Grant Accounting - Actuals up to 3 years       | \$1,500.00 | \$0.00        | \$1,500.00         |
| Project Grant Accounting - Budgets up to 3 years       | \$1,500.00 | \$0.00        | \$1,500.00         |
| Project Grant Accounting Standard                      | \$2,000.00 | \$0.00        | \$2,000.00         |
| Purchasing - Purchase Orders - Standard Open PO's only | \$3,000.00 | \$0.00        | \$3,000.00         |
| <b>TOTAL:</b>                                          |            |               | <b>\$58,400.00</b> |



**Optional SaaS**

| One Time Fees                               |         |                    |             |                            |
|---------------------------------------------|---------|--------------------|-------------|----------------------------|
| Description                                 | # Years | Annual Fee         | Impl. Hours | Impl. Cost Data Conversion |
| <b>Financial:</b>                           |         |                    |             |                            |
| Employee Expense Reimbursement              | 7.0     | \$5,399.00         | 56          | \$9,800.00 \$0.00          |
| <b>Human Capital Management:</b>            |         |                    |             |                            |
| ExecuTime Advanced Scheduling (200)         | 7.0     | \$18,585.00        | 48          | \$8,400.00 \$0.00          |
| ExecuTime Advanced Scheduling Mobile Access | 7.0     | \$1,864.00         | 0           | \$0.00 \$0.00              |
| Recruiting                                  | 7.0     | \$5,228.00         | 32          | \$5,600.00 \$0.00          |
| <b>Productivity:</b>                        |         |                    |             |                            |
| Citizen Self Service                        | 7.0     | \$12,569.00        | 80          | \$14,000.00 \$0.00         |
| eProcurement                                | 7.0     | \$9,712.00         | 40          | \$7,000.00 \$0.00          |
| <b>Additional:</b>                          |         |                    |             |                            |
| CAFR Statement Builder                      | 7.0     | \$8,927.00         | 32          | \$5,600.00 \$0.00          |
| Socrata Open Finance                        | 7.0     | \$21,000.00        | 0           | \$0.00 \$0.00              |
| <b>TOTAL:</b>                               |         | <b>\$83,284.00</b> | <b>288</b>  | <b>\$50,400.00 \$0.00</b>  |

**Optional Other Services**

| Description                        | Quantity | Unit Price | Discount | Extended Price    |
|------------------------------------|----------|------------|----------|-------------------|
| Install Fee - Socrata Open Finance | 1        | \$5,600.00 | \$0.00   | \$5,600.00        |
| <b>TOTAL:</b>                      |          |            |          | <b>\$5,600.00</b> |

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

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



All primary values quoted in US Dollars

## Comments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the

**Comments**

right to adjust prices accordingly.

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

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

The Munis SaaS fees are based on 100 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.



## **Exhibit B**

### **Invoicing and Payment Policy**

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

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

#### **1. SaaS Fees.**

- 1.1 Subject to the Not to Exceed amount referenced in Section E(1), SaaS Fees are invoiced on a quarterly basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial seven (7)-year term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates, subject to the caps on increases for years eight through ten as indicated in Section F(1).
- 1.2 SaaS Fees for Optional modules are first invoiced in the year in which the City determines it wishes to purchase the Optional module(s).

#### **2. Other Tyler Software and Services.**

- 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
- 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
- 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
- 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 2.5 *Optional Modules Consulting and Conversion Services:* Pricing for consulting and conversion services relating to Optional modules will be at the price contained in the Investment Summary. Invoicing for said services will be in the same manner as described in Sections 2.3

and 2.4 above.

**2.6 Requested Modifications to the Tyler Software:** Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

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

**2.8 Change Management Services:** If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

|                                                              |     |
|--------------------------------------------------------------|-----|
| Acceptance of Change Management Discovery Analysis           | 15% |
| Delivery of Change Management Plan and Strategy Presentation | 10% |
| Acceptance of Executive Playbook                             | 15% |
| Acceptance of Resistance Management Plan                     | 15% |
| Acceptance of Procedural Change Communications Plan          | 10% |
| Change Management Coach Training                             | 20% |
| Change Management After-Action Review                        | 15% |

**3. Third Party Products.**

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

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

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

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

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

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

Bank: Wells Fargo Bank, N.A.

420 Montgomery  
San Francisco, CA 94104

ABA: 121000248

Account: 4124302472

Beneficiary: Tyler Technologies, Inc. – Operating



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

**1. Air Travel**

**A. Reservations & Tickets**

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

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

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

**B. Baggage Fees**

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

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

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

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

### B. Rental Car

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

### C. Public Transportation

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

### D. Parking & Tolls

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

## 3. Lodging

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

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



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

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

#### 4. Meals and Incidental Expenses

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

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

##### A. Overnight Travel

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

###### Departure Day

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

###### Return Day

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

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

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

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

##### B. Same Day Travel

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

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

#### 5. Internet Access – Hotels and Airports

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

#### 6. International Travel

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

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

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

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



## Exhibit C

# SERVICE LEVEL AGREEMENT

### I. Agreement Overview

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

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

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

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

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

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

### III. **Service Availability**

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

#### a. Your Responsibilities

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

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

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

#### b. Our Responsibilities

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

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

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

c. Client Relief

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

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

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

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

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

#### IV. **Applicability**

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

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

#### V. **Force Majeure**

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



## **Exhibit C**

### **Schedule 1**

### **Support Call Process**

#### **Support Channels**

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

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

#### **Support Resources**

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

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

#### **Support Availability**

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

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

#### **Issue Handling**

##### **Incident Tracking**

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

### ***Incident Priority***

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

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



### *Incident Escalation*

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

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

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

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

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

### *Remote Support Tool*

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



**Exhibit D**  
**End User License Agreement**

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SOFTWARE LICENSE

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  - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
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7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.



- 7.3** Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

## **8. GENERAL PROVISIONS**

- 8.1 No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.
- 8.2 Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
- 8.4 Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.5 Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.6 Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website [www.docorigin.com](http://www.docorigin.com).

**Last Updated: July 22, 2017**



## **Exhibit E**

### **Statement of Work**

*Statement of Work, if applicable, to be inserted prior to Agreement execution.*

# Statement of Work

---

*Tyler Technologies*

## Prepared for:

City of Alameda, CA  
2263 Santa Clara Ave., Alameda, CA 94501

## Prepared by:

Carrie Giesy  
One Tyler Drive, Yarmouth, ME 04096  
Tyler Technologies, Inc.  
[www.tylertech.com](http://www.tylertech.com)

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# 1 Executive Summary

## 1.1 Project Overview

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

The Project goals are to offer the City of Alameda, CA the opportunity to make the City of Alameda more accessible and responsive to external and internal customer needs and more efficient in its operations through:

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

## 1.2 Product Summary

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

| Phase | Functional Areas   | Modules                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Start Date  | Go-Live Date |
|-------|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------|
| 1     | <b>Financials</b>  | <ul style="list-style-type: none"><li>• Accounting General Ledger</li><li>• Accounts Payable</li><li>• Bid Management</li><li>• BMI Asset Track Interface</li><li>• Capital Assets</li><li>• Cash Management</li><li>• Contract Management</li><li>• Employee Expense Reimbursement</li><li>• Project &amp; Grant Accounting</li><li>• Purchasing</li><li>• eProcurement</li><li>• Accounts Receivable</li><li>• General Billing</li><li>• Tyler Cashiering</li></ul> | August 2019 | July 2020    |
|       | <b>System Wide</b> | <ul style="list-style-type: none"><li>• Munis Analytics &amp; Reporting<ul style="list-style-type: none"><li>○ Tyler Reporting Services</li><li>○ Munis Office</li><li>○ HUB</li></ul></li><li>• Tyler Forms Processing</li><li>• Tyler Content Manager SE</li></ul>                                                                                                                                                                                                  |             |              |

| Phase | Functional Areas                | Modules                                                                                                                                                                                 | Start Date   | Go-Live Date |
|-------|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|
| 2     | <b>Human Capital Management</b> | <ul style="list-style-type: none"> <li>• Payroll w/Employee Self Service</li> <li>• HR &amp; Talent Management</li> <li>• ExecuTime Time &amp; Attendance with mobile access</li> </ul> | January 2020 | April 2021   |

### 1.3 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

### 1.4 Project Methodology Overview

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

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

## 2 Project Governance

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

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

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

### 2.1 Client Governance

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

#### 2.1.1 Client Project Manager

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

#### 2.1.2 Steering Committee

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

critical project issues or policy decisions. The City of Alameda steering committee also serves as primary level of issue resolution for the Project.

### **2.1.3 Executive Sponsor(s)**

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

## **2.2 Tyler Governance**

### **2.2.1 Tyler Project Manager**

The Tyler project manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the City of Alameda. As requested by the City of Alameda, the Tyler project manager(s) provide regular updates to the City of Alameda's steering committee and other Tyler governance members.

### **2.2.2 Tyler Implementation Management**

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

### **2.2.3 Tyler Executive Management**

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

## **2.3 Acceptance and Acknowledgment Process**

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at



the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The City of Alameda shall have ten (10) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the City of Alameda does not provide acceptance or acknowledgement within ten (10) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City of Alameda does not agree the particular Deliverable or Control Point meets requirements, the City of Alameda shall notify Tyler project manager(s), in writing, with reasoning within ten (10) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City of Alameda shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City of Alameda does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## 3 Overall Project Assumptions

### 3.1 Project, Resources and Scheduling

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

- The City of Alameda will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

## 3.2 Data Conversion

- See Appendix 2

## 3.3 Data Exchanges, Modifications, Forms and Reports

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

## 3.4 Hardware and Software

- Tyler will initially Install the most current generally available version of the purchased Tyler software.
- The City of Alameda will provide network access for Tyler modules, printers, and Internet access to all applicable City of Alameda and Tyler project staff.
- The City of Alameda has in place all hardware, software, and technical infrastructure necessary to support the Project.
- The City of Alameda's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the City of Alameda does not meet minimum standards of Tyler's published specifications.

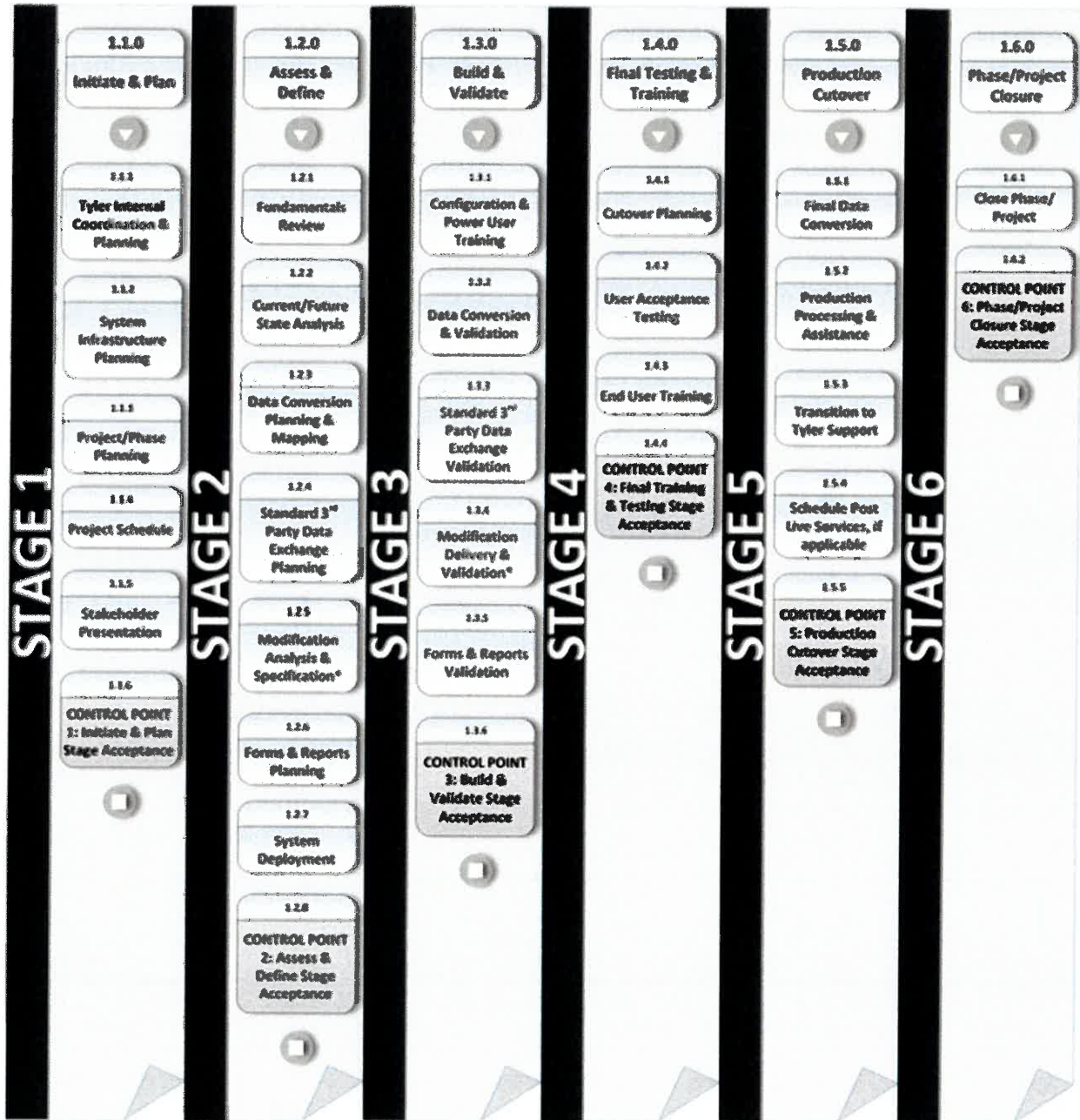
## 3.5 Education

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

## 4 Implementation Stages

### 4.1 Work Breakdown Structure (WBS)

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



\* - If included in project scope



## 4.2 Initiate & Plan (Stage 1)

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

### 4.2.1 Tyler Internal Coordination & Planning

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

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

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



## 4.2.2 System Infrastructure Planning

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

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

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

### 4.2.3 Project/Phase Planning

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

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

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

#### 4.2.4 Project Schedule

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

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

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

## 4.2.5 Stakeholder Presentation

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

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

| STAGE 1                                                                                   | Stakeholder Presentation |                              |                       |                                 |                               |                               |                                |                         |             |                          |                           |                        |                         |                                |                    |                         |                  |                        |                                    |                            |
|-------------------------------------------------------------------------------------------|--------------------------|------------------------------|-----------------------|---------------------------------|-------------------------------|-------------------------------|--------------------------------|-------------------------|-------------|--------------------------|---------------------------|------------------------|-------------------------|--------------------------------|--------------------|-------------------------|------------------|------------------------|------------------------------------|----------------------------|
|                                                                                           | TYLER                    |                              |                       |                                 |                               |                               |                                |                         |             | CLIENT                   |                           |                        |                         |                                |                    |                         |                  |                        |                                    |                            |
| TASKS                                                                                     | Tyler Executive Manager  | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | Client Executive Sponsor | Client Steering Committee | Client Project Manager | Client Functional Leads | Client Change Management Leads | Client Power Users | Client Department Heads | Client End Users | Client Technical Leads | Client Project Toolset Coordinator | Client Upgrade Coordinator |
| Present overview of Project Deliverables, Project Schedule and roles and responsibilities |                          | A                            | R                     | I                               |                               |                               |                                |                         | I           | I                        | I                         | C                      | I                       | I                              | I                  | I                       |                  | I                      | I                                  | I                          |
| Communicate successful Project criteria and goals                                         |                          |                              | I                     |                                 |                               |                               |                                |                         |             | R                        | C                         | A                      | C                       | I                              | I                  | C                       | I                | I                      |                                    |                            |



## 4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

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

### 4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
  - Objective: Update and deliver baseline management plans to reflect the approach to the City of Alameda's Project.
  - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
  - Acceptance criteria: City of Alameda reviews and acknowledges receipt of Implementation Management Plan.
- Project Plan/Schedule
  - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
  - Scope: Task list, assignments and due dates
  - Acceptance criteria: City of Alameda acceptance of schedule based on City of Alameda resource availability and Project budget and goals.

### 4.2.6.2 Initiate & Plan Stage Acceptance Criteria

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

## 4.3 Assess & Define (Stage 2)

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

### 4.3.1 Fundamentals Review

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

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

| STAGE 2                                                                                      | Assess & Define         |                              |                       |                                 |                               |                               |                                |                         |             |                          |                           |                        |                         |                                |                    |                         |                  |                        |                                    |                            |
|----------------------------------------------------------------------------------------------|-------------------------|------------------------------|-----------------------|---------------------------------|-------------------------------|-------------------------------|--------------------------------|-------------------------|-------------|--------------------------|---------------------------|------------------------|-------------------------|--------------------------------|--------------------|-------------------------|------------------|------------------------|------------------------------------|----------------------------|
|                                                                                              | TYLER                   |                              |                       |                                 |                               |                               |                                |                         |             | CLIENT                   |                           |                        |                         |                                |                    |                         |                  |                        |                                    |                            |
| TASKS                                                                                        | Tyler Executive Manager | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | Client Executive Sponsor | Client Steering Committee | Client Project Manager | Client Functional Leads | Client Change Management Leads | Client Power Users | Client Department Heads | Client End Users | Client Technical Leads | Client Project Toolset Coordinator | Client Upgrade Coordinator |
| Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable |                         | A                            | R                     | I                               |                               |                               |                                |                         |             |                          |                           | C                      | I                       |                                | I                  |                         |                  |                        | I                                  |                            |
| Complete fundamentals materials review and prerequisites                                     |                         |                              | I                     |                                 |                               |                               |                                |                         |             |                          |                           | A                      | R                       |                                | I                  |                         |                  |                        | C                                  |                            |
| Ensure all scheduled attendees are present                                                   |                         |                              | I                     | I                               |                               |                               |                                |                         |             |                          | A                         | R                      | C                       |                                | I                  |                         |                  |                        |                                    |                            |
| Facilitate fundamentals review                                                               |                         |                              | A                     | R                               |                               |                               |                                |                         |             |                          |                           | I                      | I                       |                                | I                  |                         |                  |                        |                                    |                            |

### 4.3.2 Current/Future State Analysis

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

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

| STAGE 2                                                                                    | Current/Future State Analysis |                              |                       |                                 |                               |                               |                                |                         |             |                          |                           |                        |                         |                                |                    |                         |                  |                        |                                    |                            |
|--------------------------------------------------------------------------------------------|-------------------------------|------------------------------|-----------------------|---------------------------------|-------------------------------|-------------------------------|--------------------------------|-------------------------|-------------|--------------------------|---------------------------|------------------------|-------------------------|--------------------------------|--------------------|-------------------------|------------------|------------------------|------------------------------------|----------------------------|
|                                                                                            | TYLER                         |                              |                       |                                 |                               |                               |                                |                         |             | CLIENT                   |                           |                        |                         |                                |                    |                         |                  |                        |                                    |                            |
| TASKS                                                                                      | Tyler Executive Manager       | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | Client Executive Sponsor | Client Steering Committee | Client Project Manager | Client Functional Leads | Client Change Management Leads | Client Power Users | Client Department Heads | Client End Users | Client Technical Leads | Client Project Toolset Coordinator | Client Upgrade Coordinator |
| Provide Current/Future State analysis materials to the City of Alameda, as applicable      |                               | A                            | R                     | I                               |                               |                               |                                |                         |             |                          |                           | C                      | I                       |                                | I                  |                         |                  |                        |                                    |                            |
| Conduct Current & Future State analysis                                                    |                               |                              | A                     | R                               |                               |                               |                                |                         |             |                          |                           | I                      | C                       | I                              | C                  |                         |                  |                        |                                    |                            |
| Provide pros and cons of Tyler software options and make recommendations on best practices |                               |                              | A                     | R                               |                               |                               |                                |                         |             |                          |                           | I                      | C                       | I                              | C                  |                         |                  |                        |                                    |                            |
| Make Future State Decisions according to due date in the Project Plan                      |                               |                              | I                     | I                               |                               |                               |                                |                         |             |                          | C                         | A                      | R                       | I                              | C                  | I                       |                  |                        |                                    |                            |
| Record Future State decisions                                                              |                               |                              | A                     | R                               |                               |                               |                                |                         |             |                          |                           | I                      | C                       | I                              | C                  |                         |                  |                        |                                    |                            |



### 4.3.3 Data Conversion Planning & Mapping

See Appendix 2

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

| STAGE 2                                                    | Data Conversion Planning & Mapping |                              |                       |                                 |                               |                               |                                |                         |           |                          |                           |                        |                         |                                |                    |                         |                  |                        |                                    |                            |
|------------------------------------------------------------|------------------------------------|------------------------------|-----------------------|---------------------------------|-------------------------------|-------------------------------|--------------------------------|-------------------------|-----------|--------------------------|---------------------------|------------------------|-------------------------|--------------------------------|--------------------|-------------------------|------------------|------------------------|------------------------------------|----------------------------|
|                                                            | TYLER                              |                              |                       |                                 |                               |                               |                                |                         |           | CLIENT                   |                           |                        |                         |                                |                    |                         |                  |                        |                                    |                            |
| TASKS                                                      | Tyler Executive Manager            | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Koa Hills | Client Executive Sponsor | Client Steering Committee | Client Project Manager | Client Functional Leads | Client Change Management Leads | Client Power Users | Client Department Heads | Client End Users | Client Technical Leads | Client Project Toolset Coordinator | Client Upgrade Coordinator |
| Review contracted data conversion(s) options               |                                    |                              | A                     | R                               | I                             |                               |                                |                         | C         |                          |                           | C                      | C                       |                                | C                  |                         |                  | C                      |                                    |                            |
| Map data from Legacy System to Tyler system                |                                    |                              | A                     | C                               | I                             |                               |                                |                         | R         |                          |                           | A                      |                         |                                |                    |                         |                  |                        |                                    |                            |
| Pull conversion data extract                               |                                    |                              | I                     |                                 | I                             |                               |                                |                         | C         |                          |                           | A                      | C                       |                                | C                  |                         |                  | R                      |                                    |                            |
| Run balancing Reports for data pulled and provide to Tyler |                                    |                              | A                     |                                 | I                             |                               |                                |                         | R         |                          |                           | I                      | C                       |                                | R                  |                         |                  | I                      |                                    |                            |
| Review and approve initial data extract                    |                                    | A                            | I                     | C                               | R                             |                               |                                |                         |           |                          |                           | I                      |                         |                                |                    |                         |                  | I                      |                                    |                            |
| Correct issues with data extract, if needed                |                                    |                              | A                     | C                               | C                             |                               |                                |                         | R         |                          |                           | A                      | C                       |                                | C                  |                         |                  |                        |                                    |                            |

#### 4.3.4 Standard 3rd Party Data Exchange Planning

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

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

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

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

| STAGE 2                                      | Standard 3 <sup>rd</sup> Party Data Exchange Planning |                              |                       |                                 |                               |                               |                                |                         |             |                          |                           |                        |                         |                                |                    |                         |                  |                        |                                    |                            |
|----------------------------------------------|-------------------------------------------------------|------------------------------|-----------------------|---------------------------------|-------------------------------|-------------------------------|--------------------------------|-------------------------|-------------|--------------------------|---------------------------|------------------------|-------------------------|--------------------------------|--------------------|-------------------------|------------------|------------------------|------------------------------------|----------------------------|
|                                              | TYLER                                                 |                              |                       |                                 |                               |                               |                                |                         |             | CLIENT                   |                           |                        |                         |                                |                    |                         |                  |                        |                                    |                            |
| TASKS                                        | Tyler Executive Manager                               | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | Client Executive Sponsor | Client Steering Committee | Client Project Manager | Client Functional Leads | Client Change Management Leads | Client Power Users | Client Department Heads | Client End Users | Client Technical Leads | Client Project Toolset Coordinator | Client Upgrade Coordinator |
| Review Standard or contracted Data Exchanges |                                                       |                              | A                     | R                               |                               |                               |                                |                         |             |                          |                           | C                      | I                       |                                | I                  |                         |                  | C                      |                                    |                            |
| Define or confirm needed Data Exchanges      |                                                       |                              | I                     | C                               |                               |                               |                                |                         |             |                          |                           | A                      | C                       |                                | C                  |                         |                  | R                      |                                    |                            |

### 4.3.5 Modification Analysis & Specification, if contracted

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

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

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

| STAGE 2                                                                   | Modification Analysis & Specification, if contracted |                              |                       |                                 |                               |                               |                                |                         |             |                          |                           |                        |                         |                                |                    |                         |                  |                        |                                    |                            |
|---------------------------------------------------------------------------|------------------------------------------------------|------------------------------|-----------------------|---------------------------------|-------------------------------|-------------------------------|--------------------------------|-------------------------|-------------|--------------------------|---------------------------|------------------------|-------------------------|--------------------------------|--------------------|-------------------------|------------------|------------------------|------------------------------------|----------------------------|
|                                                                           | TYLER                                                |                              |                       |                                 |                               |                               |                                |                         |             | CLIENT                   |                           |                        |                         |                                |                    |                         |                  |                        |                                    |                            |
| TASKS                                                                     | Tyler Executive Manager                              | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | Client Executive Sponsor | Client Steering Committee | Client Project Manager | Client Functional Leads | Client Change Management Leads | Client Power Users | Client Department Heads | Client End Users | Client Technical Leads | Client Project Toolset Coordinator | Client Upgrade Coordinator |
| Analyze contracted modified program requirements                          |                                                      |                              | A                     | C                               |                               |                               | R                              |                         |             |                          |                           | C                      | C                       | I                              | C                  |                         |                  | C                      |                                    |                            |
| Develop specification document(s)                                         | A                                                    |                              | I                     | C                               |                               |                               | R                              |                         |             |                          |                           | I                      | I                       |                                | I                  |                         |                  | I                      |                                    |                            |
| Review specification document(s); provide changes to Tyler, if applicable |                                                      |                              | I                     | C                               |                               |                               | C                              |                         |             |                          |                           | A                      | R                       | I                              | C                  |                         |                  | C                      |                                    |                            |
| Sign-off on specification document(s) and authorize work                  |                                                      |                              | I                     |                                 |                               |                               | I                              |                         |             |                          | A                         | R                      | C                       | I                              | I                  |                         |                  | C                      |                                    |                            |



### 4.3.6 Forms & Reports Planning

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

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

| STAGE 2                                               | Forms & Reports Planning |                              |                       |                                 |                               |                               |                                |                         |             |                          |                           |                        |                         |                                |                    |                         |                  |                        |                                    |                            |
|-------------------------------------------------------|--------------------------|------------------------------|-----------------------|---------------------------------|-------------------------------|-------------------------------|--------------------------------|-------------------------|-------------|--------------------------|---------------------------|------------------------|-------------------------|--------------------------------|--------------------|-------------------------|------------------|------------------------|------------------------------------|----------------------------|
|                                                       | TYLER                    |                              |                       |                                 |                               |                               |                                |                         |             | CLIENT                   |                           |                        |                         |                                |                    |                         |                  |                        |                                    |                            |
| TASKS                                                 | Tyler Executive Manager  | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | Client Executive Sponsor | Client Steering Committee | Client Project Manager | Client Functional Leads | Client Change Management Leads | Client Power Users | Client Department Heads | Client End Users | Client Technical Leads | Client Project Toolset Coordinator | Client Upgrade Coordinator |
| Review required Forms output                          |                          |                              | A                     | R                               |                               |                               |                                |                         |             |                          |                           |                        | C                       | I                              | C                  |                         |                  | I                      |                                    |                            |
| Review and complete Forms options and submit to Tyler |                          |                              | I                     |                                 |                               | I                             |                                |                         |             |                          |                           | A                      | R                       |                                | C                  |                         |                  |                        |                                    |                            |
| Review in Scope Reports                               |                          |                              | A                     | R                               |                               |                               |                                |                         |             |                          |                           | I                      | C                       |                                | C                  |                         |                  |                        |                                    |                            |
| Identify additional Report needs                      |                          |                              | I                     | C                               |                               |                               |                                |                         |             |                          |                           | A                      | R                       |                                | C                  |                         |                  |                        |                                    |                            |
| Add applicable tasks to Project schedule              | A                        | R                            | I                     |                                 |                               | C                             |                                |                         |             |                          |                           | C                      | I                       |                                | I                  |                         |                  | I                      |                                    |                            |

### 4.3.7 System Deployment

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

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

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

### 4.3.8 Control Point 2: Assess & Define Stage Acceptance

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

#### 4.3.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
  - Objective: Gather and document information related to City of Alameda business processes for current/future state analysis as it relates to Tyler approach/solution.
  - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
  - Acceptance criteria: City of Alameda acceptance of completed Questionnaire based on thoroughness of capturing all City of Alameda business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
  - Objective: Define data conversion approach and strategy.
  - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
  - Acceptance criteria: Data conversion document(s) delivered to the City of Alameda, reflecting complete and accurate conversion decisions.
- Modification specification documents, if contracted
  - Objective: Provide comprehensive outline of identified gaps, and how the modified program meets the City of Alameda's needs.
  - Scope: Design solution for Modification.
  - Acceptance criteria: City of Alameda accepts Modified Specification Document(s) and agrees that the proposed solution meets their requirements.
- Completed Forms options and/or packages
  - Objective: Provide specifications for each City of Alameda in Scope form, Report and output requirements.
  - Scope: Complete Forms package(s) included in agreement and identify Report needs.
  - Acceptance criteria: Identify Forms choices and receive supporting documentation.
- Installation checklist
  - Objective: Installation of purchased Tyler software.
  - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the City of Alameda is hosted.
  - Acceptance criteria: Tyler software is successfully installed and available to authorized users, City of Alameda team members are trained on applicable system administration tasks.

#### 4.3.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed.



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

## 4.4 Build & Validate (Stage 3)

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

### 4.4.1 Configuration & Power User Training

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

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

| STAGE 3                                    | Build & Validate        |                              |                       |                                 |                               |                               |                                |                         |             |                          |                           |                        |                         |                                |                    |                         |                  |                        |                                    |                            |
|--------------------------------------------|-------------------------|------------------------------|-----------------------|---------------------------------|-------------------------------|-------------------------------|--------------------------------|-------------------------|-------------|--------------------------|---------------------------|------------------------|-------------------------|--------------------------------|--------------------|-------------------------|------------------|------------------------|------------------------------------|----------------------------|
|                                            | TYLER                   |                              |                       |                                 |                               |                               |                                |                         |             | CLIENT                   |                           |                        |                         |                                |                    |                         |                  |                        |                                    |                            |
| TASKS                                      | Tyler Executive Manager | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | Client Executive Sponsor | Client Steering Committee | Client Project Manager | Client Functional Leads | Client Change Management Leads | Client Power Users | Client Department Heads | Client End Users | Client Technical Leads | Client Project Toolset Coordinator | Client Upgrade Coordinator |
| Perform configuration                      |                         |                              | A                     | R                               |                               |                               |                                |                         |             |                          |                           | I                      | R                       |                                | I                  |                         |                  |                        |                                    |                            |
| Power User process and Validation training |                         |                              | A                     | R                               |                               |                               |                                |                         |             |                          |                           | I                      | C                       | I                              | C                  |                         |                  |                        | I                                  |                            |
| Validate configuration                     |                         |                              | I                     | C                               |                               |                               |                                |                         |             |                          |                           | A                      | C                       |                                | R                  |                         |                  | C                      |                                    |                            |

## 4.4.2 Data Conversion & Validation

See Appendix 2

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

| STAGE 3                                                   | Data Conversion & Validation |                              |                       |                                 |                               |                               |                                |                         |           |                          |                           |                        |                         |                                |                    |                         |                  |                        |                                    |                            |
|-----------------------------------------------------------|------------------------------|------------------------------|-----------------------|---------------------------------|-------------------------------|-------------------------------|--------------------------------|-------------------------|-----------|--------------------------|---------------------------|------------------------|-------------------------|--------------------------------|--------------------|-------------------------|------------------|------------------------|------------------------------------|----------------------------|
|                                                           | TYLER                        |                              |                       |                                 |                               |                               |                                |                         |           | CLIENT                   |                           |                        |                         |                                |                    |                         |                  |                        |                                    |                            |
| TASKS                                                     | Tyler Executive Manager      | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Koa Hills | Client Executive Sponsor | Client Steering Committee | Client Project Manager | Client Functional Leads | Client Change Management Leads | Client Power Users | Client Department Heads | Client End Users | Client Technical Leads | Client Project Toolset Coordinator | Client Upgrade Coordinator |
| Write and run data conversion program against Client data |                              | A                            | I                     | C                               | R                             |                               |                                |                         | C         |                          |                           |                        |                         |                                |                    |                         |                  | C                      |                                    |                            |
| Complete initial review of data errors                    |                              | A                            | I                     | C                               | R                             |                               |                                |                         | C         |                          |                           | I                      | I                       |                                |                    |                         |                  | C                      |                                    |                            |
| Review data conversion and submit needed corrections      |                              |                              | A                     | C                               | I                             |                               |                                |                         | R         |                          |                           |                        | C                       |                                | C                  |                         |                  | C                      |                                    |                            |
| Revise conversion program(s) to correct error(s)          |                              | A                            | I                     | C                               | R                             |                               |                                |                         | C         |                          |                           | I                      | I                       |                                | C                  |                         |                  | C                      |                                    |                            |

### 4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the City of Alameda tests each Data Exchange.

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

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



#### 4.4.4 Modification Delivery & Validation, if contracted

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

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

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

## 4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the City of Alameda tests each Standard Form/Report.

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

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



## 4.4.6 Control Point 3: Build & Validate Stage Acceptance

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

### 4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
  - Objective: Convert Legacy System data into Tyler system.
  - Scope: Data conversion program complete; deliver converted data for review.
  - Acceptance criteria: Initial error log available for review.
- Data conversion verification document
  - Objective: Provide instructions to the City of Alameda to verify converted data for accuracy.
  - Scope: Provide self-guided instruction document outlining methodology for Koa Hills to verify specific data components in Tyler system.
  - Acceptance criteria: City of Alameda accepts data conversion delivery; City of Alameda completes data issues log.
- Data exchange verification document
  - Objective: Provide instructions to the City of Alameda to verify data exchanges for accuracy.
  - Scope: Provide a self-guided instruction document outlining methodology for the City of Alameda to verify specific data components in Tyler system.
  - Acceptance criteria: City of Alameda accepts data exchange delivery; City of Alameda completes data issues log.
- Installation of Modifications on the City of Alameda's server(s) \*except for hosted Clients
  - Objective: Deliver Modification(s) in Tyler software.
  - Scope: Program for Modification is complete and available in Tyler software, Modification testing.
  - Acceptance criteria: Delivery of Modification(s) results in objectives described in the City of Alameda-signed specification.
- Standard Forms & Reports Delivered
  - Objective: Provide Standard Forms & Reports for review.
  - Scope: Installation of all Standard Forms & Reports included in the Agreement.
  - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4.

### 4.4.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed.
- Standard Forms & Reports delivered and available for testing in Stage 4.
- Data conversions (except final pass) delivered.
- Standard 3<sup>rd</sup> party Data Exchange training provided.

- 3<sup>rd</sup> party Data Exchange development and testing completed and validated by City of Alameda.
- Modifications delivered and available for testing in Stage 4.
- The City of Alameda and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

## 4.5 Final Testing & Training (Stage 4)

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

### 4.5.1 Cutover Planning

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

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

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

## 4.5.2 User Acceptance Testing (UAT)

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

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

| STAGE 4                                       | User Acceptance Testing (UAT) |                              |                       |                                 |                               |                               |                                |                         |             |                          |                           |                        |                         |                                |                    |                         |                  |                        |                                    |                            |
|-----------------------------------------------|-------------------------------|------------------------------|-----------------------|---------------------------------|-------------------------------|-------------------------------|--------------------------------|-------------------------|-------------|--------------------------|---------------------------|------------------------|-------------------------|--------------------------------|--------------------|-------------------------|------------------|------------------------|------------------------------------|----------------------------|
|                                               | TYLER                         |                              |                       |                                 |                               |                               |                                |                         |             | CLIENT                   |                           |                        |                         |                                |                    |                         |                  |                        |                                    |                            |
| TASKS                                         | Tyler Executive Manager       | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | Client Executive Sponsor | Client Steering Committee | Client Project Manager | Client Functional Leads | Client Change Management Leads | Client Power Users | Client Department Heads | Client End Users | Client Technical Leads | Client Project Toolset Coordinator | Client Upgrade Coordinator |
| Deliver Test Plan for User Acceptance Testing |                               | A                            | R                     | C                               |                               |                               |                                |                         |             |                          |                           | I                      | I                       |                                |                    |                         |                  |                        |                                    |                            |
| Perform User Acceptance Testing               |                               |                              | I                     | C                               |                               |                               |                                |                         |             |                          | A                         | R                      | C                       | C                              | C                  | I                       | I                | C                      | I                                  |                            |
| Accept modified program(s), if applicable     |                               |                              | I                     | I                               |                               |                               | I                              |                         |             |                          | A                         | R                      | C                       | I                              | C                  |                         |                  | C                      |                                    |                            |
| Validate Report performance                   |                               |                              | I                     | C                               |                               | C                             |                                |                         |             |                          |                           | A                      | C                       |                                | R                  |                         |                  | C                      |                                    |                            |

### 4.5.3 End User Training

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

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

| STAGE 4                                       |  | End User Training       |                              |                       |                                 |                               |                               |                                |                         |             |                          |                           |                        |                         |                                |                    |                         |                  |                        |                                    |                            |
|-----------------------------------------------|--|-------------------------|------------------------------|-----------------------|---------------------------------|-------------------------------|-------------------------------|--------------------------------|-------------------------|-------------|--------------------------|---------------------------|------------------------|-------------------------|--------------------------------|--------------------|-------------------------|------------------|------------------------|------------------------------------|----------------------------|
|                                               |  | TYLER                   |                              |                       |                                 |                               |                               |                                |                         | CLIENT      |                          |                           |                        |                         |                                |                    |                         |                  |                        |                                    |                            |
| TASKS                                         |  | Tyler Executive Manager | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | Client Executive Sponsor | Client Steering Committee | Client Project Manager | Client Functional Leads | Client Change Management Leads | Client Power Users | Client Department Heads | Client End Users | Client Technical Leads | Client Project Toolset Coordinator | Client Upgrade Coordinator |
| Conduct user training sessions                |  |                         |                              | A                     | R                               |                               |                               |                                |                         |             |                          |                           | C                      | I                       |                                | I                  | I                       |                  | I                      | I                                  |                            |
| Conduct additional End User training sessions |  |                         |                              | A                     | R                               |                               |                               |                                |                         |             |                          | I                         | C                      | C                       | I                              | C                  | I                       | I                | I                      | I                                  |                            |

## 4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

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

### 4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
  - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover.
  - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing.
  - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates.
- User Acceptance Test Plan
  - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
  - Scope: Testing steps for Standard business processes.
  - Acceptance criteria: Testing steps have been provided for Standard business processes.

### 4.5.4.2 Final Testing & Training Stage Acceptance Criteria

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



## 4.6 Production Cutover (Stage 5)

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

### 4.6.1 Final Data Conversion, if applicable

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

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

| STAGE 5                                              | Final Data Conversion, if applicable |                              |                       |                                 |                               |                               |                                |                         |           |                          |                           |                        |                         |                                |                    |                         |                  |                        |                                    |                            |
|------------------------------------------------------|--------------------------------------|------------------------------|-----------------------|---------------------------------|-------------------------------|-------------------------------|--------------------------------|-------------------------|-----------|--------------------------|---------------------------|------------------------|-------------------------|--------------------------------|--------------------|-------------------------|------------------|------------------------|------------------------------------|----------------------------|
|                                                      | TYLER                                |                              |                       |                                 |                               |                               |                                |                         |           | CLIENT                   |                           |                        |                         |                                |                    |                         |                  |                        |                                    |                            |
| TASKS                                                | Tyler Executive Manager              | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Koa Hills | Client Executive Sponsor | Client Steering Committee | Client Project Manager | Client Functional Leads | Client Change Management Leads | Client Power Users | Client Department Heads | Client End Users | Client Technical Leads | Client Project Toolset Coordinator | Client Upgrade Coordinator |
| Provide final data extract                           |                                      |                              | C                     |                                 | I                             |                               |                                |                         | R         |                          | I                         | A                      | C                       | I                              | I                  | I                       | I                | C                      |                                    |                            |
| Provide final extract balancing Reports              |                                      |                              | I                     |                                 | I                             |                               |                                |                         | R         |                          |                           | A                      | C                       |                                | C                  |                         |                  | I                      |                                    |                            |
| Convert and deliver final pass of data               |                                      | A                            | I                     | I                               | R                             |                               |                                |                         | C         |                          |                           | I                      | I                       |                                | I                  |                         |                  | C                      |                                    |                            |
| Validate final pass of data                          |                                      |                              | I                     | C                               | C                             |                               |                                |                         | R         |                          | I                         | A                      | C                       |                                | C                  |                         |                  | C                      |                                    |                            |
| Load final conversion pass to Production environment |                                      |                              | I                     |                                 | I                             |                               |                                |                         | C         |                          | I                         | A                      | C                       | I                              | C                  |                         |                  | R                      |                                    |                            |

## 4.6.2 Production Processing & Assistance

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

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

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

### 4.6.3 Transition to Tyler Support

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

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

| STAGE 5                             | Transition to Tyler Support |                              |                       |                                 |                               |                               |                                |                         |             |                          |                           |                        |                         |                                |                    |                         |                  |                        |                                    |                            |
|-------------------------------------|-----------------------------|------------------------------|-----------------------|---------------------------------|-------------------------------|-------------------------------|--------------------------------|-------------------------|-------------|--------------------------|---------------------------|------------------------|-------------------------|--------------------------------|--------------------|-------------------------|------------------|------------------------|------------------------------------|----------------------------|
|                                     | TYLER                       |                              |                       |                                 |                               |                               |                                |                         |             | CLIENT                   |                           |                        |                         |                                |                    |                         |                  |                        |                                    |                            |
| TASKS                               | Tyler Executive Manager     | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | Client Executive Sponsor | Client Steering Committee | Client Project Manager | Client Functional Leads | Client Change Management Leads | Client Power Users | Client Department Heads | Client End Users | Client Technical Leads | Client Project Toolset Coordinator | Client Upgrade Coordinator |
| Develop internal support plan       |                             |                              | I                     |                                 |                               |                               |                                |                         |             |                          | A                         | R                      | C                       | C                              | C                  | C                       |                  | C                      | C                                  | C                          |
| Conduct transfer to Support meeting | A                           | I                            | C                     |                                 |                               |                               |                                | R                       |             |                          |                           | C                      | C                       | C                              | C                  | I                       | I                | C                      | I                                  | I                          |

#### 4.6.4 Schedule Post-Production Services, if applicable

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

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

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



## 4.6.5 Control Point 5: Production Cutover Stage Acceptance

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

### 4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
  - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
  - Scope: Final passes of all conversions completed in this Phase.
  - Acceptance criteria: Data is available in production environment.
- Support transition documents
  - Objective: Define strategy for on-going Tyler support.
  - Scope: Define support strategy for day-to-day processing, conference call with City of Alameda Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support.
  - Acceptance criteria: the City of Alameda receives tools to contact support and understands proper support procedures.

### 4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered.
- Processing is being done in Tyler production.
- Transition to Tyler support is completed.
- Post-live services have been scheduled, if applicable.

#### 4.7 Phase/Project Closure (Stage 6)

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

#### 4.7.1 Close Phase/Project

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

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

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



## 4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

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

### 4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
  - Objective: Provide comparison of contract Scope and Project budget.
  - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
  - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

### 4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned.
- Phase/final Project budget has been reconciled.
- Tyler Deliverables for the Phase/Project are complete.

## 5 Roles and Responsibilities

### 5.1 Tyler Roles and Responsibilities

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

#### 5.1.1 Tyler Executive Management

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

#### 5.1.2 Tyler Implementation Management

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

#### 5.1.3 Tyler Project Manager

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

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

- Update and deliver Implementation Management Plan.
- Defines project tasks and resource requirements.
- Develops initial project schedule and full scale Project Plan.
- Collaborates with City of Alameda project manager(s) to plan and schedule project timelines to achieve on-time implementation.
- Implementation Management
  - Tightly manages Scope and budget of Project; establishes process and approval matrix with the City of Alameda to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
  - Establishes and manages a schedule and resource plan that properly supports the Project Plan that is also in balance with Scope/budget.
  - Establishes risk/issue tracking/reporting process between the City of Alameda and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the City of Alameda any items that may impact the outcomes of the Project.
  - Collaborates with the City of Alameda's project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
  - Sets a routine communication plan that will aide all project team members, of both the City of Alameda and Tyler, in understanding the goals, objectives, current status and health of the project.
- Team Management
  - Acts as liaison between project team and Tyler manager(s).
  - Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
  - Provides direction and support to project team.
  - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
  - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
  - Assesses team performance and adjusts as necessary.
  - Interfaces closely with Tyler developers to coordinate program Modification activities.
  - Coordinates with in Scope 3<sup>rd</sup> party providers to align activities with ongoing project tasks.

#### 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Performs problem solving and troubleshooting.
- Follows up on issues identified during sessions.
- Documents activities for on site services performed by Tyler.
- Provides conversion Validation and error resolution assistance.
- Recommends guidance for testing Forms and Reports.
- Tests software functionality with the City of Alameda following configuration.
- Assists during Production Cutover process and provides production support until the City of Alameda transitions to Tyler Support.
- Provides product related education.

- Effectively facilitates training sessions and discussions with City of Alameda and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- Conducts training (configuration, process, conversion Validation) for Power Users and the City of Alameda's designated trainers for End Users.
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan.
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.

### 5.1.5 Tyler Sales

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

### 5.1.6 Tyler Software Support

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

### 5.1.7 Tyler SaaS Technicians

- Provides maintenance of hosted server hardware, operating system, and Software Upgrades.
- Provides IT-related services for server environment.
- Provides remote technical assistance and tracks issues.
- Provides systems management and disaster recovery services within hosting services.
- Adds new City of Alameda users; SaaS determines user names incorporating a unique client identifier and user initials.
- Performs Tyler Software Upgrades through coordination with the City of Alameda.

## 5.2 City of Alameda Roles and Responsibilities

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

### 5.2.1 City of Alameda Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy.
- Champions the Project at the executive level to secure buy-in.
- Authorizes required Project resources.

- Resolves all decisions and/or issues not resolved at the City of Alameda steering committee level as part of the escalation process.
- Actively participates in organizational change communications.

### 5.2.2 City of Alameda Steering Committee

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
  - Cost
  - Scope
  - Schedule
  - Project Goals
  - City of Alameda Policies

### 5.2.3 City of Alameda Project Manager

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

- Contract Management
  - Validates contract compliance throughout the Project.
  - Ensures invoicing and Deliverables meet contract requirements.
  - Acts as primary point of contact for all contract and invoicing questions.
  - Signs off on contract milestone acknowledgment documents.
  - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning
  - Review and acknowledge Implementation Management Plan.
  - Defines project tasks and resource requirements for City of Alameda project team.
  - Collaborates in the development and approval of the initial Project Plan and Project Plan.
  - Collaborates with Tyler project manager(s) to plan and schedule Project timelines to achieve on-time implementation.
- Implementation Management

- Tightly manages Project budget and Scope and collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget.
- Collaborates with Tyler Project manager(s) to establishes risk/issue tracking/reporting process between the City of Alameda and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may impact the outcomes of the Project.
- Collaborates with Tyler Project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project.
- Routinely communicates with both City of Alameda staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members.
- Team Management
  - Acts as liaison between project team and stakeholders.
  - Identifies and coordinates all City of Alameda resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
  - Provides direction and support to project team.
  - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
  - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
  - Assesses team performance and takes corrective action, if needed.
  - Provides guidance to City of Alameda technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
  - Coordinates in Scope 3<sup>rd</sup> party providers to align activities with ongoing Project tasks.

## 5.2.4 City of Alameda Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Attends and contributes business process expertise for current/future state analysis sessions.
- Identifies and includes additional subject matter experts to participate in Current/Future State Analysis sessions.
- Provides business process change support during Power User and End User training.
- Completes performance tracking review with client project team on End User competency on trained topics.
- Provides Power and End Users with dedicated time to complete required homework tasks.
- Act as an ambassador/champion of change for the new process.



- Identifies and communicates any additional training needs or scheduling conflicts to City of Alameda project manager.
- Prepares and Validates Forms.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Presentation
  - Implementation Management Plan development
  - Schedule development
  - Maintenance and monitoring of risk register
  - Escalation of issues
  - Communication with Tyler project team
  - Coordination of City of Alameda resources
  - Attendance at scheduled sessions
  - Change Management activities
  - Modification specification, demonstrations, testing and approval assistance
  - Conversion Analysis and Verification Assistance
  - Decentralized End User Training
  - Process Testing
  - User Acceptance Testing

### 5.2.5 City of Alameda Power Users

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

### 5.2.6 City of Alameda End Users

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

### 5.2.7 City of Alameda Technical Support

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

### 5.2.8 City of Alameda Upgrade Coordinator

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

### 5.2.9 City of Alameda Project Toolset Coordinator

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

### 5.2.10 City of Alameda Change Management Lead

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

## 6 Glossary

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



|                                 |                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Install</b>                  | References the initial installation of software files on client services and preparing the software for use during configuration. The version currently available for general release will always be used during the initial install.                                                                                                                                                         |
| <b>Legacy System</b>            | The system from which a client is converting.                                                                                                                                                                                                                                                                                                                                                 |
| <b>Modification</b>             | Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.                                                                                                                                                                                                                                                              |
| <b>Peripherals</b>              | An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.                                                                                                                                                                                                            |
| <b>Phase</b>                    | A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler project manager and Tyler project team or different individuals assigned. |
| <b>Power User</b>               | An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.                                                                                                                                                                                                                       |
| <b>Project</b>                  | The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.                                                                                                                                                                        |
| <b>Project Plan</b>             | The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.                                                                                                                                                                         |
| <b>Project Planning Meeting</b> | Occurs during the Plan & Initiate Stage to coordinate with the Client project manager to discuss Scope, information needed for project scheduling and resources.                                                                                                                                                                                                                              |
| <b>Questionnaire</b>            | A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.                                                                                                                                                                                                                               |
| <b>RACI</b>                     | A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).                                                                                                                                                                         |
| <b>Reports</b>                  | Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.                                                                                                                                                                                                                 |
| <b>Scope</b>                    | Products and services that are included in the Agreement.                                                                                                                                                                                                                                                                                                                                     |

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

# 7 **Munis Conversion Summary**

## 7.1 **Accounting COA**

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

## 7.2 **Accounting - Actuals**

- Summary account balances
- Up to 3 years

## 7.3 **Accounting - Budgets**

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

## 7.4 **Accounts Payable Master**

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

## 7.5 **Accounts Payable - Checks**

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

## 7.6 **Accounts Payable - Invoices**

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

## 7.7 **Contracts**

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



## 7.8 Capital Assets Master

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

## 7.9 General Billing CID

- Customer information

## 7.10 Project Grant Accounting

- Segments, account strings and fund string allocation table
- Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted

## 7.11 Project Grant Accounting - Actuals

- Summary project ledger string balances
- Up to 3 years

## 7.12 Project Grant Accounting – Budget

- Original project ledger budget amounts
- Up to 3 years

## 7.13 Purchase Orders

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

## 7.14 Payroll

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

## 7.15 Payroll - Deductions

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

## 7.16 Payroll – Accrual Balances

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

## 7.17 Payroll – Accumulators

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

## 7.18 Payroll – Check History

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

## 7.19 Payroll – Earning/Deduction Hist.

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

## 7.20 Payroll – PM Action History

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

## 7.21 Payroll – Position Control

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

## 7.22 Payroll – State Retirement Tables

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

## 7.23 Payroll – Certifications

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

## 7.24 Payroll – Education

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



## Appendix 1: Detailed Processes Covered in the Business Process Consulting

The following represents a listing of the in-scope processes that will be covered under the Business Process Consulting Service. Setup and code tables are not included as part of the Business Process Consulting Service. Some processes below may not be included if it is mutually determined in the analysis that a particular process will not be utilized.

\*DCT indicates this document could also be used for decentralized end user training

- **General Topics for all Modules**
  - Navigation (DCT)
  - Munis Office & Saved Reports (DCT)
  - HUB (DCT)
  - Tyler Content Manager (DCT)
- **General Ledger**
  - Adding a New Account
  - General Journal Entry
  - Recurring General Journal Entry
  - General Journal Approvals
  - Account Trial Balance Report
  - GL Account Inquiry (DCT)
  - YTD Budget Report (DCT)
  - Periodic Processing, including
    - Month End Processing
    - Year End Processing
  - Import GL Journals
- **Purchasing & Requisitions**
  - Overall Purchasing Process
  - Vendor Maintenance
  - Requisition Entry (DCT)
  - Attaching Documentation (DCT)
  - Requisition Approval (DCT)
  - Requisition Conversion to PO
  - PO Entry Proof
  - PO Approvals (DCT)
  - PO Receiving (DCT)
  - Print PO's
  - PO Maintenance
  - PO Reports (DCT)
- **Accounts Payable**

- Overall AP Process
- Vendor Maintenance
- Invoice Entry /Proof (DCT)
- Recurring Invoice Entry
- Scanning and Attaching Invoices using Bar Codes
- Invoice Approvals (DCT)
- Post Invoices
- Check Run Process (Select Items to Be Paid, Print Checks, Cash Disbursement Journal)
- EFT Processing
- Create Positive Pay File for bank
- Void Check Process
- Invoice Maintenance
- Retainage Processing
- Check Reconciliation
- AP Reports (DCT)
- Vendor Central (DCT)
- **Bid Management**
  - Overall Bid Process
  - Bid Entry (DCT)
  - Bid Maintenance
  - Attaching Documentation (DCT)
- **Budget**
  - Overall Budget Process
  - Define/Start Budget Projection
  - Next Year Budget Entry (DCT)
  - Next Year Budget Reports (DCT)
  - Roll/Factor/Merge Budget Projection
  - Next Year Budget Detail Approval (DCT)
  - Budget Transfer and Amendments (DCT)
  - Budget Transfer and Amendments Approvals (DCT)
- **Project/Grant Accounting**
  - Overall Project and Grant Accounting Process
  - Creation of Project and Grant
  - Reimbursement and Indirect Cost Process
  - Using Project Ledger
  - Project Reports (DCT)
- **Contract Management**
  - Overall Contract Process



- Contract Entry (DCT)
- Contract Maintenance
- Attaching Documentation (DCT)
- Contract Approvals (DCT)
- **General Billing**
  - Overall GB Process
  - Customer File (DCT)
  - Invoice Processing (DCT)
  - Recurring Invoice (DCT)
  - Invoice Approval (DCT)
  - Employee Insurance Bills
  - Assess Late Fees
  - Print Bills and Statements
  - Reports (DCT)
- **AR Miscellaneous Cash**
  - Overall Miscellaneous Cash Process
  - Payment Entry (DCT)
  - Applying a Payment to a General Bill (DCT)
  - Payment Post
  - Payment Reversals
  - Apply NSF Fee
  - Print NSF Notices
  - AR Reports (DCT)
- **Inventory**
  - Overall Inventory Process
  - Adding an Inventory Item
  - Setting up Inventory Photos
  - Transaction Entry/History
  - Requisition Entry for Pick Ticket (DCT)
  - Pick Ticket Process
  - Inventory Receiving
  - Inventory Reports
  - Periodic Processing
  - Purging Pick Tickets
- **Capital Assets**
  - Overall Fixed Asset Process
  - Adding/Importing a new asset
  - Posting Fixed Assets
  - Adjusting, Transferring and Retiring Assets

- Depreciating Assets
- Periodic Processing
- Inquiry & Reports
- GASB 34 Process Overview
- **Cash Management**
  - Interest Allocation
  - Cash Flow
  - Bank Reconciliation
  - Reports
- **Employee Expense Reimbursement**
  - Overall Employee Expense Process
  - Entering an Expense Claim (DCT)
  - Allocating an Expense Claim (DCT)
  - Approving an Expense Claim (DCT)
  - Converting an Expense Claim
- **Payroll**
  - Overall Salary & Benefit Projections Processing
    - Projection Start & Status
    - Projection Processing
    - Projection Pay Types
    - Projection Job Class
    - Projection Salary Tables
    - Projection Position Control
    - Projection Allocation Maintenance
    - Projection Employee Master
    - Projection Employee Job/Salary
    - Projection Employee Deductions/Benefits
    - Projection Contract Increases
    - Projection Step Increases
    - Projection Longevity Report
    - Projection Salary Calculate
    - Projection Benefit Calculate
    - Post Projection Data to Budget
    - Update Live Position Control
  - Overall Payroll Process
    - PR Start & Status
    - Time Entry (DCT)
    - Time Entry Approval (DCT)

- Time Entry Import to PR
  - Void Payroll
  - Misc. Payroll
  - Payroll Vendor Processing
- Overall HR Process
  - Employee Certifications
  - Employee Evaluations
  - Case Management
  - Training Courses
  - Employee Training
  - Training Forecast Report
  - Training Hours Completed Report
- Overall Personnel Actions Process
  - Actions Entry (DCT)
  - Personnel Actions Setup
  - Rapid Entry
  - Condensed Pending Master File
  - Actions Inquiry (DCT)
- **HR Benefits Enrollment**
  - Overall Open Enrollment Process
  - Overall Life Event/New Hire Enrollment
  - Benefit Election Setup
  - Online Benefit Enrollment
  - Election Approval and Posting Process
  - 834 File layout and setup
- **Talent Management**
  - Overall Professional Development Process
  - PD Career Tracks
  - PD Development Status
- **Recruiting**
  - Overall Applicant Tracking Process
  - Applicant Processing Setup
  - Applicant Review
  - Applicant Master
  - Pending Applicants

- **Risk Management**

- On the Job Injury Claims
- General Liability Claims
- Property Damage Claims
- Vehicle Damage Claims
- Incident Management
- Claim Activity

- **Asset Maintenance**

- Overall Work Order/Fleet & Facilities Process
- Service Requests (DCT)
- Maintenance Programs
- Work Order Processing – New
- Work Order Processing – In Progress
- Work Order Processing – Completed
- Inquiry & Reports (DCT)

# Appendix 2 – Koa Hills Data Conversion Scope of Work

## Migration

Data Migration is an important activity to improve data storage and retrieval processes, ensuring that data is migrated with minimal effort, in a well-planned and organized manner. It is beneficial to use proven solutions and methods, so that users will be able to make a justified decision on the solution to be implemented for data migration.

This effort will create a documented repeatable process in which to migrate data from a legacy system format through flat file extracts to Munis Financial spreadsheets which will be used to load data into the Munis system. Business rule logic will be applied to legacy flat file data as necessary for data migration. This process allows for a one-to-one or many- (legacy system) to-one (Munis) system, however it does not provide a method for one-to-many mapping as part of the data conversion process.

Koa Hills will be providing the following specific Services, as documented in the Tyler Investment Summary 2018-53005-4 v3 dated 031419:

1. Assistance with exporting on-premises UNIX payroll employee history data and payroll check data into an Excel file format for future access
2. Assistance with facilitating setup of a local version of the cloud-based Pentamation data
3. Assistance with the integration of HR card data and the SQL Pentamation data for all SQL HR data to be migrated into Munis (mapping integration software is included)
4. CentralSquare to Munis data extraction / conversion

## Modules Included

1. General Ledger and Budget
  - a. Project and Grant Accounting
2. Accounts Payable and Checks
  - a. Vendors
3. Capital Assets
4. Payroll
5. Purchasing and Contracts (if needed)

## Project Scope

Koa Hills will work in conjunction with Tyler Technologies and the client to determine the data

conversion opportunities, to migrate all data, as defined by the client, into the standardized Munis format to load in a repeatable and verifiable manner.

This quote is in addition to the contracted amount from Tyler conversion fees. If the City would like to change the scope of conversion from the original agreement, please contact your Tyler sales representative.

The client will choose the data window timeframe to migrate into the Munis system. Migrating “current” data, rather than all historical data is recommended, due to data format modifications in the legacy system. The recommended time window is three years of summary financial balances and five years of human capital management data.

Koa Hills will assist the client with the data mapping and applying business rules to filter/modify data as it migrates between systems. This process will be built in an automated fashion, so that when new data is created in the legacy system it will flow easily during the migration process.

Koa Hills will assist with data validation between systems, once the data has been loaded into Munis.

## **Project Plan**

Koa Hills will:

1. Clearly define the scope of the project,
2. Actively refine the scope through targeted profiling and auditing,
3. Minimize the amount of data to be migrated,
4. Profile and audit all source data before writing mapping specifications,
5. Define a realistic timeline, based on knowledge of data issues.
6. Secure sign-off on each stage from a senior business representative,
7. Prioritize with a top-down, target-driven approach,
8. Aim to volume-test all data in the scope as early as possible at the unit level,
9. Allow time for volume testing and issue resolution,
10. Segment the project into manageable, incremental chunks,
11. Keep a total focus on the business objectives and cost/benefits throughout.



Once a go-live date has been chosen, the data migration will be broken up into sprints to facilitate manageable segments of the project, which will load into Munis, using data dependency considerations. A data migration calendar will be created and shared, to facilitate the data migration team's ability to achieve a successful go-live date. On each of the subsequent sprints, the automated process from the previous sprint will be re-run to provide a synchronized updated version of data from the legacy system in Munis.

The Tyler Technologies conversion team will upload the data provided and return modification requests to be applied during the following sprint data load. The expectation is that the migrated data per module will improve between sprints, so that 100% of the legacy data will be present in Munis for validation.

As with all data migrations, the integration between the data owners and the technology team is critical for a successful project. Koa Hills will keep the lines of communication open and transparent throughout the process.

### Data Conversion Responsibilities

| Conversion task                         | Responsible Party    |
|-----------------------------------------|----------------------|
| Extract Legacy Data                     | Koa Hills / Alameda  |
| Ensure data is in Tyler format          | Koa Hills / Alameda  |
| Clean up data formatting                | Koa Hills / Alameda  |
| Process extracted data into Munis files | Tyler                |
| Upload conversion packages from Tyler   | Alameda              |
| Review converted data in Tyler          | Alameda              |
| Clean up conversion files               | Koa Hills / Alameda  |
| Final approval of conversion files      | Alameda              |
| Reporting on legacy data                | Koa Hills* / Alameda |

*\*if scoped and contracted*

This SOW includes assistance with running reports out of legacy systems for data not being migrated to MUNIS, and storing those reports in Tyler Content Management (TCM). There will need to be an effort by the client to identify what information they want in these reports. The reports will be existing reports from the client's legacy Informix box as well as any conversion gaps we have in their current SQL environment.

Optionally, the client may request a quote for Koa Hills to set up a new SQL archive database, or to have Koa Hills assist migrating legacy data to Munis. This will include Informix-to-SQL data migration of all historical data currently on the Informix legacy archived database. Additionally, we may archive or migrate any data from the current SQL database that hasn't been migrated to Munis. This work can include Koa Hills' assistance in writing reports for data retrieval from the new archived database.

Expectation is that KHC will have full access to client data hosted by CentralSquare Technologies.

**DECLARATIONS**

Attaching to and forming part of  
eRisks Business Protection Insurance

POLICY NUMBER: B0621PTYLE000218

This Insurance is effected with Certain  
Underwriters at Lloyd's, London (not incorporated)

**THIS POLICY IS A CLAIMS MADE AND REPORTED POLICY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY COVERS ONLY CLAIMS FIRST MADE AND REPORTED TO US DURING THE POLICY PERIOD AND ON OR AFTER THE RETROACTIVE DATE BUT BEFORE THE END OF THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD, IF APPLICABLE. ALL CLAIMS ARE SUBJECT TO THE APPLICABLE LIMITS OF LIABILITY AND THE APPLICABLE RETENTION(S). PLEASE NOTE THAT THE LIMITS OF LIABILITY FOR INSURING AGREEMENTS 1, 2, 3, AND 5 INCLUDE CLAIM EXPENSES. PLEASE REVIEW THE COVERAGE AFFORDED UNDER THIS INSURANCE POLICY CAREFULLY AND DISCUSS THE COVERAGE HEREUNDER WITH YOUR INSURANCE AGENT OR BROKER.**

- 1           **NAMED INSURED:**     Tyler Technologies, Inc
- ADDRESS:**           5101 Tennyson Parkway, Plano, TX 75024
- 2           **POLICY PERIOD:**    FROM: 17<sup>th</sup> December 2018    TO: 17<sup>th</sup> December 2019  
                                          (Both days at 12:01 A.M. standard time at the address shown  
                                          in Item 1.)

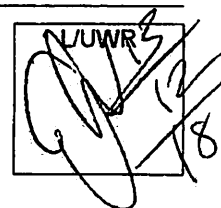
3           **POLICY LIMITS OF LIABILITY AND COVERAGES PURCHASED**

You have purchased some or all of the following Insuring Agreements. Only those Insuring Agreement(s) that specify a Limit of Liability below have been purchased. If an Insuring Agreement has not been purchased that portion of this policy is not applicable.

**LIMITS OF LIABILITY**

3A.       **LIMIT OF LIABILITY:**

- (1) INSURING AGREEMENT 1, PROFESSIONAL SERVICES:  
USD20,000,000       Each claim and in the aggregate - including claims expenses



(2) INSURING AGREEMENT 2, MULTIMEDIA LIABILITY:

USD20,000,000 Each claim and in the aggregate - including claims expenses

(3) INSURING AGREEMENT 3, SECURITY AND PRIVACY LIABILITY:

USD 20,000,000 Each claim and in the aggregate - including claims expenses

(4) INSURING AGREEMENT 4, DATA RECOVERY AND LOSS OF BUSINESS INCOME COVERAGE:

USD 20,000,000 Each claim and in the aggregate

(5) INSURING AGREEMENT 5, PRIVACY REGULATORY DEFENSE AND PENALTIES:

USD 20,000,000 Each claim and in the aggregate - including claims expenses

(6) INSURING AGREEMENT 6, CRISIS MANAGEMENT, CUSTOMER NOTIFICATION COSTS, AND CUSTOMER SUPPORT AND CREDIT MONITORING EXPENSES:

USD 20,000,000 Each claim and in the aggregate

(7) INSURING AGREEMENT 7, DATA EXTORTION:

USD 20,000,000 Each claim and in the aggregate

(8) INSURNG AGREEMENT 8, PCI DSS

USD1,000,000 Each claim and in the aggregate

3B. TOTAL LIMIT OF LIABILITY UNDER THE POLICY:

USD 20,000,000 is the Total Limit of Liability under the policy.

- 3C. Notwithstanding the aggregate Limit of Liability under each Insuring Agreement as set forth in item 3(A) above, all payments made under the policy, regardless of the number of Insuring Agreements that apply, will reduce the total Limit of Liability as set forth in item 3(B) above. In no event will Underwriters pay more than the total Limit of Liability as set forth in item 3(B) above.

4

RETENTION and WAITING PERIOD:

Insuring Agreement 1, Professional Services

USD500,000 Each claim - including claims expenses

Insuring Agreement 2, Multimedia Liability

USD500,000 Each claim - including claims expenses

Insuring Agreement 3, Security and Privacy Liability

USD500,000 Each claim - including claims expenses

Insuring Agreement 4, Data Recovery and Loss of Business Income Coverage

|                                  |                         |            |
|----------------------------------|-------------------------|------------|
| Data Recovery                    | USD500,000              | Each claim |
| Loss of Business Income Coverage | 12 Hours waiting period |            |

Insuring Agreement 5, Privacy Regulatory Defense and Penalties

USD500,000 Each claim

Insuring Agreement 6, Crisis Management, Customer Notification Costs,  
and Customer Support and Credit Monitoring Expenses

USD500,000 Each claim

Insuring Agreement 7, Data Extortion

USD500,000 Each claim

Insuring Agreement 8, PCI DSS

USD500,000 Each claim - including claims expenses

5

**RETROACTIVE DATE:**

Insuring Agreement 1 – 1<sup>st</sup> January 1996  
Insuring Agreement 2 – 1<sup>st</sup> January 1996  
Insuring Agreement 3 – 29<sup>th</sup> June 2006  
Insuring Agreement 4 – Not applicable  
Insuring Agreement 5 – 29<sup>th</sup> June 2006  
Insuring Agreement 6 – Not applicable  
Insuring Agreement 7 – Not applicable  
Insuring Agreement 8 – Not applicable

**In respect to New World Systems Corporation only:**

In respect of limits up to USD2,000,000: 28th May, 2004

In respect of limits USD 18,000,000 excess of USD2,000,000: 17<sup>th</sup> November 2015

