★ **Roll Call Number**

20-1463

Agenda Item Number

5S

Date September 14, 2020

APPROVING AGREEMENT WITH TYLER TECHNOLOGIES, INC. TO PROVIDE RECORDS MANAGEMENT SYSTEM SOFTWARE AND IMPLEMENTATION SERVICES FOR POLICE DEPARTMENT

WHEREAS, on September 18, 2019, a Request for Proposals (RFP) for the acquisition of a Record Management System and Jail Management System solution for the City of Des Moines Police Department and Polk County Sheriff's Office, RFP N20-01, was issued by the Procurement Division, with four proposals received; and

WHEREAS, an Evaluation and Selection Committee reviewed and evaluated the proposals and recommended acceptance and approval of the proposal submitted by Tyler Technologies, Inc., to provide record management software and implementation services; and

WHEREAS, on May 4, 2020, by Roll Call No. 20-788, the City Council accepted the proposal of Tyler and authorized the City Manager to negotiate an agreement with Tyler Technologies, Inc. and to submit such proposed agreement to the City Council for approval; and

WHEREAS, the City Manager has negotiated an agreement with Tyler Technologies, Inc. for the software and services with a total estimated initial cost of $1,142,534, with Polk County contributing one-third of the cost, and with proposed annual maintenance costs beginning in year 2 in the amount of $172,944, with annual maintenance fees thereafter subject to a limited rate increase for the next 5 years.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Des Moines, Iowa, that the License and Services Agreement between Tyler Technologies, Inc. and the City is hereby approved and the Mayor is authorized and directed to execute such Agreement on behalf of the City and the City Clerk is directed to attest to his signature.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute any necessary implementing agreements, subject to approval as to form by the Legal Department.

(Council Communication No. 20-**379**)   Moved by ___*Gatto*___ to adopt.

APPROVED AS TO FORM:
/s/ *Ann DiDonato*
Ann DiDonato, Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE	✔			
BOESEN	✔			
GATTO	✔			
GRAY	✔			
MANDELBAUM	✔			
VOSS	✔			
WESTERGAARD	✔			
TOTAL	7			

MOTION CARRIED   APPROVED

_____ Mayor

CERTIFICATE

I, P. Kay Cmelik, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

_____ City Clerk

LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. (**"Tyler"**) and the City of Des Moines, Iowa (**"Client"**).

WHEREAS, on September 18, 2019, the Procurement Division of the City of Des Moines sent out a request for Proposals for the acquisition of a Record Management System and Jail Management System Solution for the City of Des Moines Police Department and Polk County Sheriff's Office, RFP N20-01, including all attachments, addendums and amendments, is referred to herein as the **"RFP"**, incorporated herein as **Exhibit G**; and

WHEREAS, in response to the RFP, Tyler submitted to the Client a proposal dated November 8, 2019, including all attachments, is referred to herein as the **"Tyler Proposal"**, incorporated herein as **Exhibit H;** and

WHEREAS, the Evaluation and Selection Committee has reviewed the proposals and has recommended that an agreement for such services be awarded to Tyler Technologies, Inc., being a corporation organized and existing in the State of Delaware and located at 1 Tyler Drive, Yarmouth, Maine 04096; and

WHEREAS, on May 4, by Roll Call No. 20- 0788, the City Council accepted the Tyler Proposal; and

WHEREAS, Client agrees to the license of software as described in the Investment Summary, Exhibit A (**"Software"**) and to receive the services detailed in the Statement of Work described in Exhibit E (**"Services"**), and as further described in this Agreement; and

WHEREAS, Tyler agrees to supply such software and Services adequate to accomplish the requirements as set forth in this Agreement;

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

SECTION A – DEFINITIONS

- **"Affiliated Organization"** means a government entity separate from you, but which will have access to the Tyler Software detailed in Exhibit A and licensed to you under this Agreement. Permissible Affiliated Organizations are listed in Exhibit A. Your authorized representative may request additional government entities be added as Affiliated Organizations at any time by providing written notice to us. An authorized representative is a person with the authority to bind you contractually. Section I(15) notwithstanding, notice of this request may be by email to your Tyler account representative. Upon our written acceptance of your request, the proposed government entity will become an Affiliated Organization under this Agreement.
- **"Agreement"** means this License and Services Agreement, which includes the RFP **and Tyler's Proposal.**
- **"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 Des Moines, Iowa**.

- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit 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, as successor-in-interest to New World Systems.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

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

   1.1 We grant to you a perpetual license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. Such license specifically

includes the right to allow use of Software to the permissible Affiliated Organizations listed in Exhibit A, and as such list in Exhibit A is amended from time to time. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

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

1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties, except for permissible Affiliated Organizations.

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

1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer. Virtual server host migrations performed as part of routine server maintenance are excluded from the required notice.

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

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

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

4. <u>Limited Warranty</u>. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement. Additionally, Tyler represents and warrants that it has the right to grant the licenses set forth under this Agreement. Tyler further represents and warrants that it has good and marketable title to the Software free and clear from all liens, encumbrances, and claims of infringement of patent, copyright, trade secret or other proprietary rights of third parties. Tyler further represents and warrants that neither the Software in the form delivered by Tyler to Client, nor any modifications, enhancements, updates or upgrades thereto, nor the normal use thereof by Client, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party.

Tyler additionally represents and warrants that the Tyler Software and related products as described with this Agreement will perform in accordance with all the terms and requirements of this Agreement and the Documentation.

5. <u>Solution Longevity</u>. We certify that Tyler Software will remain available, enhanced and supported for a minimum of seven (7) years from the Effective date, as long as you are paying the annual maintenance fees.

6. <u>Functionality Replacement</u>. For a period of seven (7) years from the Effective Date, if a new release of the Tyler Software removes functionality that was originally licensed to you, we will provide alternative means for performing the same function, at no additional cost to you beyond payment of the annual maintenance and support fees.

7. <u>Successor Software Products</u>. As long as you maintain a continuous Maintenance Agreement with us for the Tyler Software and (i) in the event Tyler Software is no longer supported, and (ii) we make available successor **software products (e.g., software products based on a new technical architecture) ("Successor Products")** with substantially similar price, features, and functionality to the Tyler Software within seven (7) years from the Effective Date, then you, at your sole discretion, may transfer the Tyler Software to the Successor Products, for no additional license fees. In the event you elect to transfer the Tyler Software to the Successor Products, you shall return to us the Tyler Software and pay the then-current maintenance fees for the Successor Products, and fees for services, third party hardware and software associated with the transfer to the Successor Products, at our then current rate(s).

8. <u>Affiliated Organizations for the Tyler Software</u>.

   8.1 <u>Access by Affiliated Organizations</u>. We will permit you to grant each Affiliated Organization access to the Tyler Software hosted from your servers. You understand and agree that you are solely responsible for making the Tyler Software available to any Affiliated Organizations, and that we do not warrant, and are not responsible for, the performance of your servers or any Affiliated Organization's access thereto.

   8.2 <u>Application of this Agreement</u>. Each Affiliated Organization must abide by the terms and conditions of this Agreement, and you are responsible for any breach hereof by an Affiliated Organization accessing the Tyler Software hosted from your servers.

   8.3 <u>Termination of Access of an Affiliated Organization</u>. You agree to deny an Affiliated Organization's access to the Tyler Software upon written notice from us that the applicable Affiliated Organization has violated the terms of this Agreement.

SECTION C – PROFESSIONAL SERVICES

1. <u>Services</u>. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. <u>Project Schedule for Services</u>. Tyler will develop a detailed Project Schedule that details both Tyler and Client's responsibilities. The Project Schedule should be in sufficient detail to specify the conversion, training, testing, acceptance, and live operation activities. Both Tyler and Client agree that a mutually agreeable Project Schedule will be submitted and approved by Client within forty-five (45) days of the initial project meeting unless otherwise agreed to by the parties.

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3. <u>Client Recording</u>. Upon advance written request, Tyler will record by audiotape or web meeting any and all training sessions, whether held at Client site, Tyler site, or via teleconference or web meeting and make those recordings available to Client. Use of such recordings shall be strictly for Client staff training purposes.

4. <u>Professional Services Fees</u>. 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. The Client, without prior and written mutual agreement, will incur no other services fees beyond those set forth in the Investment Summary.

5. <u>Additional Services</u>. 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 forty- five (45) days from the date of the quote.

6. <u>Cancellation</u>. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure, a governmental order due to the COVID-19 health crisis 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.

7. <u>Services Warranty</u>. 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. Throughout the term of this Agreement, Tyler will provide quality control by senior implementation staff of the services delivered, and Client shall have the right to request of **Tyler a change of or addition of implementation staff assigned to the Client's project** in the event that the quality of services delivered for any activity in the Statement of Work is unsatisfactory to the Client according to the terms under Personnel in Section C (11) below. Tyler agrees that all persons working for or on behalf of Tyler whose duties bring them upon the Client's **premises shall obey the rules and regulations that are** established by the Client and shall comply with the reasonable directions of the Client's staff, including safety policies for public and Client employee health. Tyler shall be responsible for the acts of its employees, subcontractors, and agents while on the Client's **premises.**

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

9. <u>Client Assistance</u>. 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
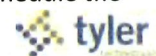
implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission)

10. <u>Tyler Subcontractor Personnel</u>. Tyler shall obtain written prior approval from the Client prior to using any subcontractor to provide services under this Agreement. Tyler agrees to be responsible for the work of a subcontractor to the same extent as if the subcontractor were an employee of Tyler. Tyler shall be solely responsible for all fees and expenses payable to, by, or on behalf of any subcontractor in connection with this Agreement.

11. <u>Personnel</u>. We agree to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. We conduct routine criminal background checks as part of pre-employment screening. In the event Tyler personnel provide services deemed unsatisfactory by the Client, in accordance with the Services Warranty in Section C (7) above, Tyler will be given a reasonable opportunity to correct the deficiency. The parties agree that a reasonable opportunity shall not exceed seven (7) days. Once Tyler has had a reasonable opportunity to correct the deficiency, if services deemed unsatisfactory by the Client persists, then Client may provide written notice to Tyler, demanding that the Tyler personnel be removed. In such a case, Tyler will provide a replacement within a commercially reasonable time following **receipt of the Client's written notice, not to exceed** twenty (20) business days **from the date of Client's written notice.**

SECTION D – MAINTENANCE AND SUPPORT

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

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

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

SECTION E – THIRD PARTY PRODUCTS

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

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

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

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

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

    2.3 Third Party server software will be installed by Tyler with cost included in the installation fee in the Investment Summary.

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

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

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

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

4. <u>Third Party Services</u>. 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.

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

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

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

2. <u>Invoice Disputes</u>. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within forty-five (45) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice,

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

SECTION G – TERMINATION

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

2. <u>Termination for Convenience</u>. Client may terminate this Agreement for convenience upon thirty (30) days written notice to Tyler. In the event of termination for convenience, Client will pay us for all undisputed fees and expenses related to the software and/or services Client has received, or Tyler has incurred or delivered, prior to the effective date of termination, subject to the requirement that such expenses must have been incurred before the date of Client's notice of breach.

3. <u>Transition Services</u>. Upon termination for any reason, Tyler agrees to reasonably cooperate with Client or Client's agent or contractor to assure continuity of service to Client and permissible Affiliated Organizations in a manner reasonably required by Client. Tyler may charge reasonable fees for additional services in accordance with Section C(4).

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

5. <u>Force Majeure</u>. Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set

forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

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

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

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

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

2. General Indemnification.

   2.1 For other than professional services rendered, to the fullest extent permitted by law, we will defend, pay on behalf of, indemnify and hold harmless Client and your elected and appointed officials, employees, and agents from and against any and all third-party claims, demands, suits, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury, including bodily injury or death, or property damage, including the loss of use thereof and economic

damages that arise out of **or are in any way connected with Tyler's work or**; or (b) our violation of Criminal Justice Information Systems (CJIS) requirements or to 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 For professional services rendered, to the extent permitted by applicable law, Tyler will defend, pay on behalf of, indemnify and hold harmless Client, and your elected and appointed officials, employees, and agents from and against any and claims, demands, suits, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) and economic damages that may be asserted or claimed against, recovered from or suffered by the Client, that arise out of any negligent act, error, or omission of Tyler Client must notify Tyler promptly in writing of the claim and you will give Tyler sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at your expense.

Tyler's obligation to indemnify Client contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

Client shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Tyler arising out of or in any way connected or associated with **Tyler's work, except for and** only to the extent caused by the negligence of the Client.

Tyler expressly assumes responsibility for any and all damage caused to Client property arising out of or in any way connected or associated with **Tyler's work.**

Tyler shall ensure that its activities on Client property will be performed and supervised by adequately trained and qualified personnel, and Tyler will observe all applicable safety rules.

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 $3,427,602. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

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

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6. <u>Insurance.</u> During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. Tyler will not add the Client as an additional insured to **any of Tyler's** policies. To the fullest extent permitted by law, Tyler will waive subrogation, on claims that arise out of or relate to this Agreement without regard to the fault of the Client or the type of loss involved including loss due to occupational injury. We will provide you with notice of cancellation, non-renewal or reduction in our insurance coverages below the minimum requirements set forth herein within thirty (30) days thereof. We will provide you with copies of certificates of insurance within fifteen (15) days of the Effective Date. Renewal certificates of insurance will be provided as close as practicable to the date the applicable policy or policies is/are renewed and written Notice of cancellation or Non-Renewal of the applicable policy or policies will be provided at least thirty (30) days in advance of such cancellation or Non-Renewal. Written notifications and certificates of insurance shall be sent to: Procurement Administrator, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309.

SECTION I – GENERAL TERMS AND CONDITIONS

1. <u>Additional Products and Services.</u> You may purchase additional products and services at the rates set forth in the Investment Summary for thirty six (36) months from the Effective Date and if no rate is provided in the Investment Summary, you may purchase additional products and services at the same percentage discount. After those thirty six (36) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. <u>Optional Items.</u> Pricing for any listed optional products and services in the Investment Summary will be valid for thirty six (36) months from the Effective Date.

3. <u>Dispute Resolution.</u> You and we agree to provide each other with written notice within thirty (30) days of becoming aware of a dispute. Each party agrees to cooperate with the other 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 **each party's** 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 the parties fail to resolve the dispute, 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. <u>Taxes.</u> 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. <u>Nondiscrimination.</u> 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, familial status, gender identity, and 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. Under no circumstances shall delays caused by a force majeure extend beyond sixty (60) days from the scheduled delivery or completion date of a task, unless by prior to the end of the sixty (60) day period written approval is received from the other party. Failure to secure this written prior permission, even in the case of force majeure, shall constitute default by the party failing to meet the requirement.

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.

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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, ten (10) 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 as a reference for other potential clients.

17. Confidentiality. **Under Chapter 22 of the Iowa Code, "Examination of Public Records", all records of a governmental body are presumed to be public records, open to inspection by members of the public. Section 22.7 of the Iowa Code sets forth a number of exceptions to that general rule, establishing several categories of "confidential records". Under this provision, confidential records are to be kept confidential, "unless otherwise ordered by a court, by the lawful custodian of the records, or by another person duly authorized to release such information". Among the public records which are considered confidential under this Iowa Code provision are the following:**

   3. Trade secrets which are recognized and protected as such by law.

   6. Reports to governmental agencies which, if released, would give advantage to competitors and serve no public purpose.

If Tyler in good-faith reasonably determines that a portion or portions of its documents, records or information constitute a trade secret, or should otherwise be kept confidential to avoid giving advantage to competitors, Tyler shall clearly identify which portion or portions of such documents, records or information should be kept confidential and why. The burden will be on Tyler to make such confidentiality request and to justify application of a confidentiality exception to its proposal.

The Client will not under any circumstance consider the pricing and total cost to be a confidential record.

If a request is thereafter made by a member of the public to examine documents, records or information which has been identified by Tyler as confidential, or a subpoena is served on the Client requiring release of the designated confidential information, the Client will so notify Tyler of the request or subpoena and will keep confidential that portion of the document, record or information covered by the confidentiality request, if it is legally able to do so pursuant to the subpoena, pending action by Tyler to defend its request. In that notification, Tyler will be given five (5) calendar days within which to file suit in Polk County Iowa District Court or other appropriate forum seeking the entry of a declaratory order and/or injunction to protect and keep confidential such portion of its proposal. Absent such action by Tyler requesting confidentiality, and absent the entry of a court order or final order or decision of the Iowa Public Information Board declaring such document, record or information confidential, such document or record will be released for public examination. Tyler shall be responsible for all costs relating to a declaratory judgment or injunctive action, including the payment of any damages assessed and attorney fees and litigation expenses awarded.

Additionally, 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. **Tyler's obligation to clearly designate**

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any information which it reasonably believes to be confidential as described above shall continue to apply to **such confidential information**. Client's 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. <u>Governing Law and Venue</u>. This Agreement will be governed by and construed in accordance with the laws of the State of Iowa, and any action relating to this Agreement shall be brought in the Iowa District Court in Polk County, Iowa or the United States District Court for the Southern District of Iowa. If any provision of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections they may have with respect to venue in any court sitting in the City of Des Moines, Iowa.

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

21. <u>Cooperative Procurement</u>. 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.

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

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party End User License Agreement(s)
Exhibit E	Statement of Work

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Schedule 1: Professional Services
Schedule 2: Data File Conversion Assistance
Schedule 3: Customer Requested Standard Software Enhancement/Modifications And/or Custom Software

Exhibit F   Socrata Terms and Conditions
Exhibit G   September 18, 2019, Request for Proposals (RFP) for the Acquisition of a Record Management System and Jail Management System solution for the City of Des Moines Police Department and Polk County Sheriff's Office, RFP N20-01
Exhibit H   Tyler's Proposal dated November 8, 2019, in response to the RFP, together with all attachments.

24. <u>Order of Precedence</u>. The parties agree that where there is a conflict between the terms of this Agreement, inclusive of Exhibits A-E, and the RFP or Tyler's Proposal, this Agreement shall take precedence. If there is a conflict between the RFP and Tyler's Proposal, the terms of Tyler's Proposal shall prevail. IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: _____

Name: Robert Kennedy-Jensen

Title: Director of Contracts

Date: 9/1/2020

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

City of Des Moines, IA

By: _____

Name: T. M. Franklin Cownie

Title: Mayor

Date: 9-14-20

Address for Notices:
   Des Moines **Police Department**
   25 E 1st St
   Des Moines, IA 50309
   Attention: Dana Wingert, Chief of Police

APPROVED AS TO FORM:

_____
Assistant City Attorney

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Exhibit A
Investment Summary

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

![new world - a tyler public safety solution]

Sales Quotation For

City of Des Moines
400 Robert D Ray Driver
Des Moines , IA 50309
Phone: (515) 283-4944

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Law Enforcement Records Management System				
New World Enterprise Law Enforcement Records	$194,000	$38,800	$155,200	$32,592
Case Management				
Dynamic Reporting				
Field Interviews				
Impounded Vehicles				
Investigations				
Orders of Protection				
Registered Offenders				
Training				
Wants and Warrants				
Alarms	$4,000	$800	$3,200	$672
Gangs	$4,000	$800	$3,200	$672
Narcotics	$4,000	$800	$3,200	$672
Pawn Shops	$3,000	$600	$2,400	$504
Permits	$4,000	$800	$3,200	$672
Tyler Content Manager (TCM)	$36,000	$7,200	$28,800	$6,048
NCIC Interface	$82,000	$16,400	$65,600	$13,776
Mobile				
New World Mobile Server	$110,000	$22,000	$88,000	$18,480
Field Reporting Site License	$339,480	$67,896	$271,584	$57,033
- State Photo Download	$0	$0	$0	$0

- Driver's License Mag Stripe Reader / Barcode Reader Interface	$0	$0	$0	$0
- LE Field Reporting (Federal Standard)	$0	$0	$0	$0
Other Software				
Law Enforcement Records Management Data Mart / Includes 10+ users	$26,000	$5,200	$20,800	$4,368
Workstation License	$0	$0	$0	$0
Sub-Total:	*$806,480*	*$161,296*	*$645,184*	*$135,489*
Less Discount:	*$161,296*			*$135,489*
TOTAL:	**$645,184**		**$645,184**	**$0**

Annual/SaaS

Description	Quanity	Fee	Discount	Annual
Socrata Law Enforcement Analytics (includes Crime Trending, Geo-Analytics and Citizen Connect)	1	$30,000	$0	$30,000
TOTAL:				**$30,000**

Services

Description	Quantity	Unit Price	Discount	Total
Project Management	1	$69,120	$0	$69,120
Standard System Assurance and Software Installation	1	$9,280	$0	$9,280
GIS Implementation	1	$22,620	$0	$22,620
NCIC Installation	1	$14,500	$0	$14,500
Decision Support Software Implementation	1	$4,350	$0	$4,350
Law Enforcement Records Configuration (11 or more Agencies)	1	$13,050	$0	$13,050
Law Enforcement Records Train the Trainer Training (includes 10 trainers ea.)	2	$4,350	$0	$8,700
Law Enforcement Records Go-Live Support	1	$17,400	$0	$17,400
Law Enforcement Field Based Reporting Configuration (11 or more agencies)	1	$11,310	$0	$11,310
Law Enforcement Field Based Reporting Training (includes 10 trainers ea.)	3	$4,350	$0	$13,050
Law Enforcement Field Based Reporting Go-Live	1	$13,050	$0	$13,050
Custom Incident Import Interface to Hexagon CAD (one-way)	1	$16,800	$0	$16,800
Custom Accident Import Interface to TRACS (one-way)	1	$16,800	$0	$16,800
Custom Ticket Import Interface to TRACS (one-way)	1	$16,800	$0	$16,800
Custom Export Interface to N-DEx (one-way)	1	$35,200	$0	$35,200
Custom Import Interface to Third-Party Pawn System (one-way)	1	$16,800	$0	$16,800
Custom Form Development (OWI Form)	1	$5,800	$0	$5,800
Custom Interface to ATIMS (one-way)	1	$16,800	$0	$16,800
Custom Interface to TRACS (Import)	1	$14,400	$0	$14,400
Socrata Advanced Implementation Services	1	$2,320	$0	$2,320

Conversions					$70,850
Enterprise Law Enforcement Records Additional Modules					$4,350
		TOTAL:			**$413,350**

Third Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Embedded Third Party Software	1	$29,500	$29,500	$6,195	$6,195
Geo-File Maintenance Software (ArcGIS for Desktop Standard) / per Workstation	1	$6,000	$6,000	$1,260	$1,260
Red Hat Enterprise Linux Server (3-year subscription)	1	$2,500	$2,500	$0	$0
3rd Party Hardware Sub-Total:			*$0*		*$0*
3rd Party Software Sub-Total:			*$38,000*		*$7,455*
Less Discount:					*$7,455*
TOTAL:			**$38,000**		**$0**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$645,184	$135,489
Total Annual Fees		$30,000
Total Tyler Services	$413,350	
Total Other Costs	$0	
Total Third Party Hardware, Software and Services	$38,000	$7,455
Travel and Living Expenses	$46,000	
Summary Total	**$1,142,534**	**$172,944**

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Quantity	Unit Price	Discount	Total
Law Enforcement Records Management System				
Law Enforcement Records Management Conversion (One Source) Including: Cases; Incidents for Cases; Arrests; Tickets; and Warrants	1	$17,500	$0	$17,500
State Accident Report Information Conversion	1	$9,000	$0	$9,000
Field Investigations Conversion	1	$3,500	$0	$3,500
Law Enforcement External Documents	1	$3,500	$0	$3,500
Data File Conversion				
Data Conversion Analysis and Assessment	1	$4,000	$0	$4,000
Base Conversion (One Source); Master Files including Master Name (Jackets); Addresses; and Narratives / Includes one source of data. Does not include everything the Name is linked to (e.g. tickets, arrests, etc.)	1	$16,000	$0	$16,000

Address Re-Verification	1	$5,850	$0	$5,850
Base Data File Conversion (Additional Source(s))	1	$8,000	$0	$8,000
Gang Tracking	1	$3,500	$0	$3,500
TOTAL:				**$70,850**

Assumptions

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

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

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

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

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

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

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

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

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

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

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

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

Assumptions

New World Virtual Message Switch (VMS) requires Red Hat Enterprise Linux Operating System Ver. 7 with an active Red Hat Standard Subscription Support Agreement. Virtual machine specifications must meet minimum requirements provided by Tyler. Supported Tyler Public Safety releases include 10.2 SP13 (or higher), 2017.1, 2017.2 and 2018.1 (or higher).

A Workstation License for up to 750 workstations is included for the Licensed Standard Software. The Workstation License includes the following agencies as authorized users:

- City of Des Moines Police Department
- Polk County Sheriff's Office
- Polk County Attorney's Office
- Polk County Conservation
- Polk City
- Altoona Police
- Ankeny Police
- Camp Dodge Security
- Johnston Police
- Mitchellville Police
- Pleasant Hill Police
- State of Iowa 5th Judicial District – Probation and Parole
- US Army Corps of Engineers
- US Marshal's Office
- Windsor Heights Police

Additional training, third-party software and hardware may be required depending on modules and units deployed.

Permissible Affiliated Organizations listed (per Section A – Definitions)

1. City of Des Moines
   a. Des Moines Police Department

2. Polk County
   a) Polk County Attorney's Office
   b) Polk County Conservation
   c) Polk County Sheriff's Office

3. Polk County Sheriff's Office Communication Center Users
   a) Altoona Police Department
   b) Ankeny Police Department
   c) Camp Dodge Security
   d) Johnston Police Department
   e) Mitchellville Police Department
   f) Pleasant Hill Police Department
   g) Polk City Police Department
   h) State of Iowa 5th Judicial District – Probation and Parole
   i) U.S. Army Corps of Engineers
   j) U.S. Marshal's Office
   k) Windsor Heights Police Department
   l) Polk City, IA

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Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary, including any updates to such software provided pursuant to Exhibit C. In the event of any conflict between the terms of this Exhibit and any comments contained in the Investment Summary, the terms of this Exhibit B shall control. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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

1. Tyler Software.

    1.1 *License Fees*: License fees will be invoiced as follows: (a) 75% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date") and (b) 25% on the earlier of: (i) 30 days following completion of User Acceptance Testing (UAT) and acceptance (SOW Control Point 4) or (ii) eighteen (18) months from the Effective Date.

    1.2 *Subscription Fees*: Your initial 3-year subscription fees for RedHat, as identified in Exhibit 1, will be invoiced when we make the product available to you. Subsequent subscription fees for Red Hat are renewable directly through Red Hat Support (renewals@redhat.com).

    1.2 1.3 *Maintenance and Support Fees (including Esri and Embedded Third Party Software)*: Year 1 maintenance and support fees are waived for eighteen (18) months from the Effective Date. Year 2 maintenance and support fees shall be due on the first anniversary of the Effective Date but shall be prorated for the waiver granted herein. Subsequent maintenance and support fees, at our then-current rates, are invoiced annually in advance of each anniversary of the Effective Date. The foregoing notwithstanding, we agree to cap increases to annual maintenance and support fees as follows: 4% over prior year's fees for years 2-5; and 5% over prior year's fees for years 6-10.

    For the avoidance of doubt, the first five years of maintenance will be:

Year 1	$0
Year 2	$71,472 (Being $142,944 prorated for six months)
Year 3	$148,662
Year 4	$154,609
Year 5	$160,794

2. Professional Services.

    2.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced in accordance with the Milestone
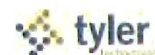
Schedule herein. Milestones which are met and accepted by Client in the form of a written sign-off will be paid at the rates set forth in the Investment Summary. The Client, without prior and written mutual agreement, will incur no other service fees beyond those set forth in the Investment Summary.

2.2 *Conversions*: Fixed-fee conversions are invoiced 50% upon acceptance of the Conversion Analysis Document, and 50% upon initial delivery of 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.

2.3 *Requested Custom Software Interfaces:* Requested custom software interfaces are invoiced 100% upon initial delivery of the interface into Live/Production environment following successful User Acceptance Testing.

2.5 *Other Fixed Price Services*: Except as otherwise provided, 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.

3. <u>Other Services and Fees</u>.

   3.2 *Socrata Software as a Service (SaaS) Fees*: Hosting Fees for the Tyler Software identified on the Investment Summary are invoiced annually in advance on the Effective Date and will renew automatically for additional one (1) year terms at our then-current Hosting Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. The foregoing notwithstanding, we agree to cap increases to annual Socrata SaaS Fees as **follows: 4% over prior year's fees for years 2-5; and 5% over prior year's fees for years 6-10.**

4. <u>Third Party Products</u>.

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

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

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

   4.4 *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.

5. <u>Expenses</u>. The service rates in the Investment Summary do not include travel expenses for Tyler delivered services. The not to exceed travel amount for this Agreement is $46,000. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Increase to the not to exceed travel amount will require the prior written approval of the Client. 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

Milestone Schedule:

Milestone	Description	Completion of Step # in SOW	AMOUNT
1	Approve the Project Plan	Step 3	$ 46,102.50
2	Install the Standard Solution	Step 4	$ 46,102.50
3	Conduct Data Conversion Analysis	Step 5 C	$ 40,487.50
4	Perform Data Conversion Development, Mapping and Testing	Step 5 E	$ 40,487.50
5	Define, Develop and Test Custom Interfaces - Custom Incident Import Interface to Hexagon CAD (one-way)	Step 5 F	$ 16,800.00
6	Define, Develop and Test Custom Interfaces - Custom Accident Import Interface to TRACS (one-way)	Step 5 F	$ 16,800.00
7	Define, Develop and Test Custom Interfaces - Custom Ticket Import Interface to TRACS (one-way)	Step 5 F	$ 16,800.00
8	Define, Develop and Test Custom Interfaces - Custom Export Interface to N-DEx (one-way)	Step 5 F	$ 35,200.00
9	Define, Develop and Test Custom Interfaces - Custom Import Interface to Third-Party Pawn System (one-way)	Step 5 F	$ 16,800.00
10	Define, Develop and Test Custom Interfaces - Custom Form Development (OWI Form)	Step 5 F	$ 5,800.00
11	Define, Develop and Test Custom Interfaces - Custom Interface to ATIMS (one-way)	Step 5 F	$ 16,800.00
12	Define, Develop and Test Custom Interfaces - Custom Interface to TRACS (Import)	Step 5 F	$ 14,400.00

13	Validate Configuration	Step 6	$25,527.50
14	Conduct User Training	Step 7	$ $25,527.50
15	Go-live	Step 8	$ 51,055.00

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

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

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

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

   B. Baggage Fees

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

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

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

    A. Private Automobile

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

    B. Rental Car

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

    C. Public Transportation

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

    D. Parking & Tolls

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

3. Lodging

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

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

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

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

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

B. Same Day Travel

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

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.
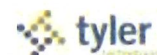
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5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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

Exhibit C
Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software, including any updates to such software provided pursuant to this Maintenance and Support Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. <u>Term</u>. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for five (5) one (1) year terms. The term will renew automatically for additional one (1) year terms unless terminated in writing by Tyler at least one year and by Client at least thirty (30) days prior to the end of the then-current term.

2. <u>Maintenance and Support Fees</u>. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

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

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

   3.2 provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone). Emergency 24-hours per day, 7 days per week, telephone support for RMS.

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

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

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

4. <u>Client Responsibilities</u>. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to **the Client's** applicable security protocols. The parties agree that all security protocols or other policies shall be provided to Tyler in advance to allow Tyler sufficient time to comply with such policies, 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.

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

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

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

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

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

8. <u>Maintenance Upgrades.</u> Tyler provides major and minor releases to the Tyler Software as set forth in this Maintenance and Support Agreement in accordance with its then-current life cycle policy, a copy of which is available on the Tyler Website. The Client will determine when such releases will be applied. Tyler agrees to use its reasonable best efforts to install such release within the time frame requested by Client. Tyler agrees to provide appropriate documentation and/or support to assist the Client during such process. *Upon delivery*

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to the Client, the new releases, updates, and upgrades will become part of the Tyler Software and will be subject to the licensing terms covered within this Agreement.

Exhibit C
Schedule 1
Support Call Process

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

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

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

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

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

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

Tyler will use all commercially reasonable efforts to correct a Priority 1 Defect is 24 hours or less.

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

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction and Tyler will use commercially reasonable efforts to resolve the defect or provide a workaround solution within ten (10)
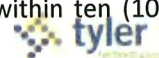
business days for non-hosted customers, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect. **Tyler's responsibili**ty for loss or corrupted data is limited to assisting Client in restoring its last available data.

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

(c)   **Priority 3**: *A Defect which causes an impact on the use of the Tyler Software, but does not substantially degrade performance of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.

Exhibit D
Third Party End User License Agreement

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

redhat.

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

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

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

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

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

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

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

![tyler technologies logo]

Exhibit E
Statement of Work

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Sample

STATEMENT OF WORK FOR:
Des Moines, IA

PRESENTED BY:
Tyler Technologies

August 3, 2020 This document contains proprietary trade secret information on Tyler Technologies Inc. and/or its subsidiaries and is not to be copied, reproduced, lent or disposed of, nor used for any purpose other than for the purposes specified herein without the express prior written permission of Tyler Technologies. Because of the nature of this material, numerous hardware and software products are mentioned by name. In most, if not all, cases these names are trademarked by the companies that manufacture the products.

It is not our intent to claim these names or trademarks as our own.

Table of Contents

Statement of Purpose

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

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

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

Responsibility and Risk Summary

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

Project Ownership and Success

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

Client Executive Sponsor Responsibilities

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

Managing Organizational Change

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

Client Provisioning of a Stable Environment and Infrastructure

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

Tyler Escalation Policy

1. The Client identifies an issue and categorizes it as a product, project or business issue
2. The Client contacts the Tyler Project Manager and provides detailed documentation of the issue
3. The City's Project Manager and/or City Executive Sponsor shall represent the concerns to the Tyler Executive Manager.
4. The City's Project Manager and/or City Executive Sponsor shall represent the concerns to the Tyler Senior Director of Implementation.
5. The City's Executive Sponsor shall represent the concerns to the Tyler Vice-President of Implementation

Expectations for Project Implementation

1. **Project will leverage Tyler's Project Implementation Methodology (PIM)**
   a. Pre-trip Reports sent 10 business days before on-site Tyler visits
   b. Schedule recurring project status and executive review meetings on a predetermined basis
   c. Review all documents provided by Tyler (pre-trip, post-trip, status reports, etc.)
2. Identify key time frames and requirements early in the project
   a. Project start dates
   b. Milestone dates
   c. Client blackout dates
   d. Non-standard contract deliverables required for Go-Live
3. Resource scheduling will be planned and agreed to by both the Client and Tyler
   a. Identified resources will be scheduled 90 days in advance
   b. Schedule changes within the 90-day period may put the Project Plan at risk

Managing Project Scope

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

Project Roles and Responsibilities

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

	Tyler
Role	**Responsibilities**
Executive Sponsor	▪ Partner with the Client Executive Sponsor ▪ Ensure that all business aspects of the project are successfully managed ▪ Provide oversight and project guidance to the Tyler Project Executive and Project Manager
Project Executive	▪ Provide Client segment-specific leadership and project guidance ▪ Support the Tyler Project Manager in successful project delivery execution ▪ Attend periodic project status meetings at the Client location ▪ Review project status with the Tyler Project Manager to ensure successful implementation
Project Manager	▪ **Manage Tyler's** day-to-day project activities ▪ Ensure successful delivery/receipt of contractual items ▪ Manage Tyler resources ▪ **Act as the Client's** first point of contact for contract issues ▪ Perform issue resolution ▪ Communicate with Tyler senior management ▪ Oversee the change order process ▪ Develop and deliver Project Status Reports ▪ Engage in Go-Live stabilization ▪ Manage operational turnover
System Assurance Lead	▪ Oversee implementation setup and assurance ▪ Manage hardware and operating system implementation ▪ Perform network management ▪ Oversee testing (technical) ▪ Deliver operational documentation
GIS Lead	▪ Initiate GIS planning ▪ Perform data review ▪ Oversee planning and Base Map installation ▪ Deliver GIS Administrator training
Conversion Technical Project Manager	▪ Deliver data analysis and documentation ▪ Direct development ▪ Coordinate data value mapping ▪ Coordinate testing
Standard Interface Implementation Consultant	▪ Deliver standard interfaces ▪ Work with third parties ▪ Test interfaces ▪ Train System Admin on interfaces

Tyler	
Role	**Responsibilities**
Custom Interface Technical Project Manager	▪ Collect and document requirements ▪ Work with third parties ▪ Direct Development ▪ Coordinate Testing ▪ Train System Admin on interfaces
Application Specialists ▪ Law Enforcement Records ▪ Mobile ▪ Field-Based Reporting (FBR)	▪ Provide application subject matter expertise to the client(s) ▪ Participate in each phase of the project lifecycle

Client	
Role	**Responsibilities**
Executive Sponsor	▪ Partner with Tyler Executive Sponsor ▪ Ensure that all business aspects of the project are successfully managed ▪ Approve overtime if necessary
Steering / Governance Committee	▪ Be a vocal and visible champion for the project and accompanying change ▪ Raise organizational risks or issues that may impact the project
Project Manager	▪ Manage the Client's day-to-day project activities ▪ Ensure the successful delivery/receipt of contractual items ▪ Document and escalate issues and concerns ▪ Serve as primary contact for the Tyler Project Manager ▪ Review and approve implementation schedule ▪ Final-approve the Data Conversion Analysis Document ▪ Communicate and inform management of project progress, issues and process changes ▪ Conduct management briefings ▪ Review and approve Tyler invoices ▪ Coordinate and manage activities of staff in fulfilling the responsibilities within the SOW and the Agreement ▪ Evaluate project status and report progress ▪ Manage scope change, communications, issues, risks and organizational change to meet project objectives ▪ Provide leadership to the project team

Client	
Role	**Responsibilities**
IT Lead / System Administrator	▪ Provide strategic and tactical support for Client and Tyler Project Managers ▪ Ensure that network, servers and client (PC) environment is installed and maintained properly (i.e., hardware and system software infrastructure) ▪ Provide daily operational support of hardware and system software infrastructure ▪ Provide daily operational support for Tyler software to user staff
Application Administrator	▪ Perform data mapping ▪ Facilitate end user data validation ▪ Perform Initial population and ongoing maintenance of data tables ▪ Administer security permissions
Lead Subject Matter Experts (SMEs) ▪ Law Enforcement Records ▪ Mobile ▪ FBR ▪ GIS ▪ Case Management ▪ Property and Evidence	▪ Apply functional knowledge and expertise to the definitional, planning and implementation activities of the project ▪ Make decisions regarding workflow transition ▪ Attend and participate in the Application Configuration sessions ▪ Assist with initial population/ongoing maintenance of data tables ▪ Facilitate data and configuration validation ▪ Convene and manage team of SMEs for training ▪ Act as SME/support throughout training, Go Live and post Go Live

Managing Project Change (Change Control Process)

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

The Change Control Process comprises the following steps:

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

Key considerations for the Change Control Process include the following:

- Change requests may cover any type of change to the project, but the most frequent are changes to scope, payment schedule or cost.
- Changes may be requested by any project stakeholder.
- Change requests and approvals should be documented and describe the costs, benefits and risks of the change.
- The project team should assess all change requests to gauge the impact of the change across the project and should understand the full impact before approving change requests.
- Some projects and clients will choose to convene a formalized Change Control Board to review and approve change requests; others, particularly small projects, may designate an individual such as the Project Sponsor to review and approve change requests.
- Approved change requests may have broad implications for the project: Plans and estimates will need to be revised; some deliverables will likely need to be modified; and project documentation, including the Project Management Plan, will need to be updated.
- Change Control should not be confused with organizational change management. Change Control focuses on changes requested for the project, such as a scope change. Organizational change management focuses on helping an organization adapt to the new technology and processes and organizational changes produced by the project.
- Change Control is performed continually and iteratively throughout the duration of the project whenever stakeholders raise change requests.
- A large volume of change requests over the course of the project may itself impact the project schedule, as project resources will be required to understand, evaluate and validate change requests. The Tyler Project Manager will present this as a risk should the volume be deemed too high.

General Assumptions

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

1. Work will be performed at the **Client's location and/or Tyler's project** offices and will be performed on business days during the **Client's normal business hours, except when both** parties agree otherwise.
2. The project consists of the delivery, installation, configuration, testing, training, implementation and go-live of the Licensed Software that provides the functionality and operation described in the Agreement.
3. Additional work activities and software functionality not described in the SOW or Agreement will be considered a change to this project and will require a Change Order as previously referenced in the definition of the Change Control Process.
4. Unless otherwise mutually agreed to, training will take place Tuesday through Thursday and may exceed eight (8) hours in duration. **Tyler acknowledges that Client's employees work 24/7 and that at least some training sessions will need to be held outside of Tyler's normal business hours** of 8:00 am and 6:00 pm in order to include at least a portion of all City Police Department staff shifts. **Tyler agrees to accommodate Client's needs for training** to occur outside of Tyler's normal business hours, which may include two or multiple training sessions within a 12-hour period per day in order to make training available to two shifts in one day. Tyler acknowledges that such reasonable accommodation of Client's **training needs will result in the most economical use of Tyler's and Client's time, physical accommodations,** and staff resources. Nonstandard training hours may be accommodated upon mutual agreement. Training arrangement for non-participant observers may be made upon mutual agreement.
5. The Client is responsible for the hardware including servers, clients and ancillary servers supporting the Tyler applications.
6. The operation and availability of the external systems or third-party software is the responsibility of the Client and necessary for the success of the project.
7. The Client is responsible for maintaining in good working order the third-party systems that it operates and that interface with Tyler software as part of this project.

Tyler Project Methodology Overview

The focus of Tyler's Project Manager, Project Management Office (PMO), Professional Services Team, Client Success Team and all personnel associated with this project is to assist the Client in completing the project successfully.

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

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

▼Customer Agreement Signed ▼Go Live

Initiation Phase	Planning Phase	Configuration Phase	Transition Phase	Closing Phase
1. Conduct Start-up Activity	2. Plan the Project 3. Approve Project Plan	4. Install the Standard Solution 5. Configure Standard Solution 6. Validate Configuration	7. Conduct End User Training 8. Conduct Go-Live 9. Conduct Post Go-Live Activities	10. Close the Project

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

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

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

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

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

Work Breakdown Structure

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

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

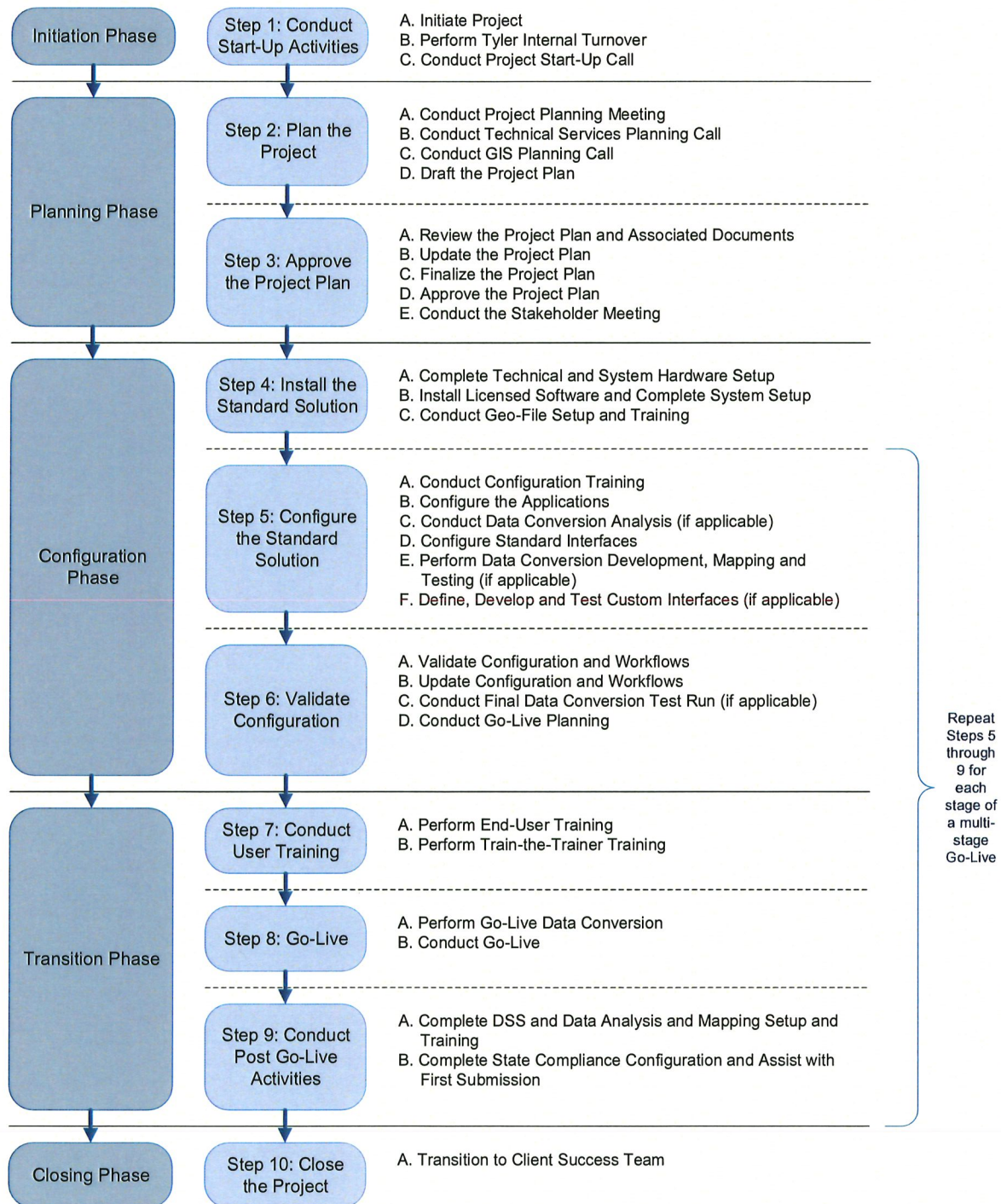**Tyler's Project Management Team responsibilities include the following:**

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

The Client's Project Manager responsibilities include the following:

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

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

WBS Overview

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

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

Phase: Initiation

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

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

Step 1: Conduct Start-Up Activities

A. Initiate Project

Overview

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

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

Client responsibilities:
1. Provide availability for the call

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

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

B. Perform Tyler Internal Turnover

Overview

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

- New Account Sales / Client Executive
- Project Implementation Manager

- Project Manager
- Others as needed

Tyler responsibilities:
Individual responsibilities are as follows:

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

Other Tyler Employees:
1. The PMO will create an initial Project Plan wherein the WBS is aligned with the deliverables defined in the Agreement
2. Individuals planning to attend the internal turnover meeting will:
    a. Review all project-related information, i.e., Agreement, internal documentation, meeting agenda, etc.
    b. Prepare questions and observations requiring further discussion
    c. Attend the meeting and discuss agenda items
    d. Document and follow up on any items requiring their attention

Client responsibilities:
None

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

Outputs (deliverables):
1. Initial Project Management Workbook
2. Initial Project Plan / Schedule (WBS)

C. Conduct Project Start-Up Call

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

1. Describe key teams / groups and identify their roles and responsibilities during the project
2. Discuss Client and Tyler expectations
3. Clarify that Senior Client leadership will be required for executive project reviews and signing of approval documents

4. Discuss Project Planning Meeting agenda and objectives
5. Set a date for the on-site Project Planning Meeting and discuss site preparation

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

Client responsibilities:
1. Schedule Client resources to participate in the Project Start-Up call
2. Prepare for the call and discuss agenda items during the call

Inputs (prerequisites):
1. Standard Meeting Agenda

Outputs (deliverables):
1. Project Start-Up Presentation
2. Implementation Welcome Packet
3. Date for Project Planning Meeting

Phase: Planning

Purpose: Create and approve the Project Plan.

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

Step 2: Plan the Project

A. Conduct Project Planning Meeting

Overview

During the Project Planning Meeting the Tyler Project Manager provides the Client project team with an overview of the project. Tyler and the Client will establish project methods, project acceptance criteria and governance. Key topics include:

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

Key meeting participants include:

- Tyler Project Manager
- Client Project Manager
- Client SMEs

Tyler responsibilities:

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

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

Client responsibilities:

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

Inputs (prerequisites):

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

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

B. Conduct Technical Services Planning Call

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

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

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

Inputs (prerequisites):
1. Scheduled Technical Services conference calls
2. Technical Services Conference Call Agenda
3. Technical Services Implementation Guide
4. Hardware Proposal

Outputs (deliverables):
1. None

C. Conduct Geographic Information System (GIS) Planning Call

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

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

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

Inputs (prerequisites):
1. GIS Implementation Packet

Outputs (deliverables):
1. Client provides updated GIS data to Tyler

D. Draft the Project Plan

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

Tyler responsibilities
1. Update the Project Plan (.mpp)

Client responsibilities
1. None

Inputs (prerequisites)
1. Initial Project Plan from PMO

Outputs (deliverables)
1. Updated Project Plan

Step 3: Approve the Project Plan

A. Review the Project Plan and Associated Documents

Overview

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

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

Tyler responsibilities:
1. The Tyler Project Manager will:
   a. Meet with the Client project team and review the information documented in the Planning Phase
   b. Review deliverables with the Custom Interface Technical Project Manager and determine appropriate schedule
   c. Review deliverables with the conversion technical project manager and determine appropriate schedule
   d. Draft and publish an updated Project Plan

Client responsibilities:
1. Review documented planning materials
2. Provide input into Project Plan updates

Inputs (prerequisites):
1. Project Management Plan documents

Outputs (deliverables):
1. Updated draft of Project Plan
2. Updated Project Schedule
3. Draft Resource Schedule
4. Updated Project Management Workbook

B. Update the Project Plan

Overview

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

Tyler responsibilities:
1. The Tyler Project Manager will
   a. Meet with the Client project team and confirm the information documented during the Review task
   b. Draft and publish an updated Project Plan

Client responsibilities:
1. Provide input regarding Project Plan updates

Inputs (prerequisites):
1. Project Plan documents
2. Project Schedule

Outputs (deliverables):
1. Updated Project Plan documents
2. Updated Project Schedule
3. Proposed Resource Schedule

C. Finalize the Project Plan

Overview

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

Tyler responsibilities:

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

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

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

Inputs (prerequisites):
1. Agreement
2. Project Plan documents

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

D. Approve the Project Plan

Overview

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

Tyler Responsibilities:
1. Deliver the final Project Plan to Client
2. Review the Project Plan with Client personnel

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

Inputs (prerequisites):
1. Updated Project Plan documents

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

E. Conduct Stakeholder Meeting

Overview

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

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

Key meeting participants include:

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

- Client Senior Management / Executive Sponsor
- Client Project Manager
- Client SMEs
- Other Client Key Stakeholders

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

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

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

Inputs (prerequisites):
1. Agreement
2. Meeting Agenda
3. Presentation template
4. Approved Project Plan

Outputs (deliverables):
1. Stakeholder Meeting presentation

Phase: Configuration

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

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

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

Step 4: Install the Standard Solution

A. Complete Technical and System Hardware Setup

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

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

Client responsibilities
1. Install and configure servers on the Client network

Inputs (prerequisites)
1. Hardware ordered and delivered

Outputs (deliverables)
1. Servers installed on the Client network

B. Install Licensed Software and Complete System Setup

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

Tyler responsibilities:
1. Configure the system as required
2. Install and configure the application-specific server/client software
3. Provide System Administration training for Client technical staff

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

Inputs (prerequisites):
1. Pre-Trip Report
2. Hardware installation

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

C. Conduct Geo-File Setup and Training

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

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

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

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

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

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

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

Step 5: Configure the Standard Solution

A. Conduct Configuration Training

Overview

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

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

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

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

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

B. Configure the Applications (may be repeated)

Overview

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

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

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

The Configuration Review walks through each function within each application from the user/administrator point-of-view and examines every project configuration element as it relates to a particular process. During the review, decisions are made regarding the configuration elements and the system is set up accordingly, on-the-spot where possible. Homework is assigned to Client operations staff to complete additional tasks regarding definition of workflows and/or set up of the system configuration. Homework results are discussed in subsequent review sessions with the full group.

At the end of **each application's Configuration Re**view, the application is properly configured with all related system variables fully defined and set up.

The Configuration Reviews include:

- Reviewing the various Client work processes and the functional relationship to the software
- Reviewing any applicable Custom Enhancement and/or Interface Requirements Definition (RD) documentation for impacts on Client workflows
- Identifying and documenting any desired configuration modifications to the standard software solution (not previously contracted)
    - Standard software applications
    - Standard interfaces
    - State reporting requirements (e.g., Incident-Based Reporting (IBR), Uniform Crime Reporting (UCR), Accident)
- Validating any custom modification decisions related to implementation of the standard software solution and the post-live custom requirements
    - Custom software modifications
    - Custom interfaces
- Identifying any Client-specific reports (internal management reports, public inquiries, etc.)

Tyler Project Manager responsibilities:
1. Provide access to up-to-date user manuals for Configuration Team participants
2. Walk the Client through the Tyler standard software solution and train Client staff on the configuration and setup of each application
3. Assist the Client Project Manager in preparing the Client team for Configuration Reviews
4. Provide additional applicable documentation as required during the Configuration Reviews
5. Participate in the Configuration Reviews (optional)
6. Participate in a project review meeting with the Client's **senior staff**
7. Work with the Client Project Manager to finalize the content of the User Training Plans

Tyler Application Specialist(s) responsibilities:
1. Provide access to up-to-date user manuals for Configuration Team participants
2. Walk the Client through the Tyler standard software solution and train Client staff on the configuration and setup of each application
3. Provide additional applicable documentation as required during the Configuration Reviews
4. Present the configured applications and facilitate an interactive exchange with the Client regarding the workflow and usability of the configured applications

Client responsibilities:

1. The Client Project Manager is responsible for:
   a. Preparing the Client team for the Configuration Reviews
   b. Ensuring that all necessary Client team members
      i. Attend the reviews
      ii. Configure the system
      iii. Complete homework assignments
2. Make decisions regarding configuration and setup and apply those decisions to the configuration and setup of the application software
3. Walk through Client workflow and policy with the Configuration Team to validate the setup and usability of the configured Tyler applications
4. Identify and document in writing any additional workflow modifications and/or minor software configuration changes required
5. Ensure the implementation of any required workflow changes prior to system rollout and end-user training
6. Provide a written list of any required non-standard Tyler reports not yet identified or included in the Agreement
7. Work with Tyler Project Manager to finalize the content of the User Training Plans
8. Present the final configuration and setup to Client staff: "Here's how the system has been configured."

Inputs (prerequisites):

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

Outputs (deliverables):

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

C. Conduct Data Conversion Analysis

Overview

The Tyler Conversion Team will conduct an analysis of the Client's current data. After the analysis, the Conversion Technical Project Manager (TPM) will spend three to five days at the Client site to:

- Review the findings with Client staff who are knowledgeable about the legacy system(s) data to be converted
- Provide an overview of the conversion process
- Study current workflows
- Collect screenshots of the current application

Participation of a Client SME for Law Enforcement Records is required for two to three days of the on-site conversion analysis review. The results of this review will be captured in the Conversion Analysis Document, which must be approved by the Client before development of the conversion can begin.

Tyler responsibilities

1. Perform analysis of current client data

2. Coordinate the on-site Conversion Analysis trip
3. Understand the Detailed Breakdown of Conversion Services listed in the contract
4. Prepare the Conversion Analysis Document

Client responsibilities
1. Provide the full data set from all current applications to be converted
   a. **NOTE:** This must be completed during the Planning Phase of the project
   b. Cleanse the data to be converted as required prior to providing to Tyler
2. Attend the on-site Conversion Analysis meetings as needed
3. Provide access to or screenshots of all applications to be converted
4. Review the Conversion Analysis Document and provide comments and/or requested changes
5. Approve/sign the Conversion Analysis Document

Inputs (prerequisites)
1. Detailed Breakdown of Conversion Services
2. Full data sets from all applications to be converted

Outputs (deliverables)
1. Approved Conversion Analysis Document

D. Configure Standard Interfaces

Overview
Contracted standard interfaces will be configured in the Client environment.

NOTE: Final configuration of certain standard interfaces, as appropriate, will take place after this step.

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

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

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

Outputs (deliverables):
1. Post-Trip Report (if applicable)
2. Completed/tested standard interfaces

E. Perform Data Conversion Development, Mapping and Testing

Overview
In parallel to the Configuration step, Tyler and the Client will perform the data conversion development, mapping and testing to convert the existing data files defined in the Agreement. If additional files are

identified after contract execution, the Change Order process will be used to assess requested scope modifications.

Based on the Conversion Analysis Document, the Client and Tyler will conduct the initial data conversion process.

NOTE: No data cleansing, consolidation of records or editing of data will be part of the data conversion effort. The Client must perform any necessary data cleansing, removal of duplicate records and editing prior to providing the data to Tyler.

The conversion process is further divided into three phases:

- Conversion Development
- Conversion Data Value Mapping
- Conversion Testing

Conversion Development Overview

Based on the signed Conversion Analysis document, the Tyler Conversion Team will develop custom logic to convert the **Client's data into their NWPS databases.**

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

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

Inputs (prerequisites):
1. Signed Conversion Analysis Document
2. Databases to be converted
3. Current NWPS databases

Outputs (deliverables):
1. Completed conversion logic

Conversion Mapping

Overview
The Conversion TPM will provide training and assistance to the Client for the mapping of all lookup values in the NWPS applications.

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

Tyler responsibilities:

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

Client responsibilities:

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

Inputs (prerequisites):

1. Completed conversion logic

Outputs (deliverables):

1. Completed data mappings

Conversion Testing

Overview

The Conversion TPM will assist the Client with testing of the conversion logic. All issues will be tracked using the issue-tracking tool on the Tyler Project SharePoint site.

Tyler personnel will provide three to five days of on-site testing support. The goal of the on-site testing trip is to identify as many issues as possible. However, the Client will continue to review and test the conversion throughout the conversion process.

Tyler responsibilities:

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

Client responsibilities:

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

Inputs (prerequisites):

1. Data mappings
2. Conversion logic

Outputs (deliverables):

1. Completed data conversion

F. Define, Develop and Test Custom Interfaces

Overview

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

Tyler responsibilities:
1. Work with the Client and third parties to create RDs
2. Complete development tasks for custom interfaces
3. Working with the Client, configure the custom interfaces
4. Assist the Client with interface integration testing
5. Train Administrators

Client responsibilities:
1. Participate in all requirement-gathering meetings
2. Provide feedback and approve RDs
3. Provide liaison to participating Client staff and third-party vendors as required to support installation and testing of interfaces to third-party systems
4. Perform end-to-end testing of the custom interfaces
5. Identify any concerns within fifteen (15) days of installation of custom interfaces

Inputs (prerequisites):
1. Third-party licensed software (if applicable)
2. Interface Control Documents for contract

Outputs (deliverables):
1. Approved Requirements Documents
2. Tested custom interfaces
3. Sign-off on custom interfaces

Step 6: Validate Configuration

A. Validate Configuration and Workflows

Overview

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

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

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

Inputs (prerequisites):
1. Pre-Trip Report

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

B. Update Configuration and Workflows

Overview

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

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

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

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

Outputs (deliverables):
1. Configured applications, including applicable interfaces, state requirements and field reporting

C. Conduct Final Data Conversion Test Run

Overview
In parallel with *Step B. Update Configuration and Workflows*, Tyler and the Client will perform the final data conversion test run and testing of the converted data files defined in the Agreement.

Tyler responsibilities:
1. Provide final converted test data files to the Client for testing

Client responsibilities:
1. Test the converted test data set to validate for accuracy and completeness
2. Identify any concerns within fifteen business (15) days of receiving the data conversion test files; should the Client not identify concerns within the fifteen business (15)-day period, the data conversion is deemed ready for Go-Live

Inputs (prerequisites):
1. Legacy data from Client
2. Current NWPS configuration

Outputs (deliverables):
1. Final Converted and Tested data

D. Conduct Go-Live Planning

Overview
Tyler and the Client will review the overall project status to ensure that all requirements for the Go-Live event have been completed and the Go-Live event can occur with limited risk. They will document all related issues and concerns and jointly agree, in writing, to move forward with training and transition to production.

Tyler responsibilities:
1. Review the Project Management Workbook (PMW) with the Client to ensure that all applicable issues and action items are addressed
2. Assist the Client in preparing the Go-Live Checklist
3. Develop the Conversion Cutover Plan (as part of the Go-Live Plan)
4. Provide final verification of Tyler resources scheduled to conduct Client Go-Live activities
5. Review the final Training Plan with the Client

Client responsibilities:
1. Review the PMW to ensure that all applicable issues and action items have been addressed prior to moving forward with training and transition to the live environment
2. Ensure that the Client team is fully committed to the Go-Live event and that the proper governance and leadership is in place to guide the Client through a successful Go-Live event
3. Assist Tyler in preparing the Go-Live Checklist
4. Plan, schedule, communicate and coordinate all user planning, preparation and Go-Live tasks and events

5. Ensure that requirements for training sessions have been met and that attendees have been notified of their required participation
6. Review the Training Plans to ensure that training will meet the needs of the user base

Inputs (prerequisites):
1. Completed prior steps

Outputs (deliverables):
1. Completed Go-Live Plan
2. Completed Training Plan

Phase: Transition

Purpose: Train users, execute Go-Live and complete post Go-Live activities.

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

Step 7: Conduct User Training

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

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

A. Perform End-User Training

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

Tyler responsibilities:
1. Train Client End Users on specified applications

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

Inputs (prerequisites):
1. Pre-Trip Report
2. Training materials
3. Lesson Plan / User Guide

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

B. Perform Train-the-Trainer Training

This training consists of a Tyler Application Specialist providing very detailed on-site training to Client representatives. The TTT course is designed to take Client-certified (either locally or by their state)

trainers, train them on the Tyler software and certify that they have the knowledge to successfully train other team members. This training includes problem-solving techniques to ensure an effortless transition with minimal interruptions during their training sessions. Students are also provided with training techniques and detailed lesson plans on their specific modules.

Tyler responsibilities:
1. Train Client trainers on specified applications

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

Inputs (prerequisites):
1. Pre-Trip Report
2. Training materials
3. Lesson Plan / User Guide

Outputs (deliverables):
1. Post-Trip Report
2. Delivery of all training courses

Step 8: Conduct Go-Live

A. Perform Go-Live Data Conversion

Overview

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

Tyler responsibilities:

1. Load final data cut from Client and execute the Go-Live data conversion per the Go-Live Plan; this typically involves moving the tested data conversion from the test environment to the production environment.

Client responsibilities:

1. Assist Tyler as requested in executing the Go-Live Plan
2. Provide final data cut for Conversion
3. Test the converted Go-Live data set in the production environment to validate for accuracy and completeness
4. Identify any concerns as soon as possible, but no later than fifteen (15) days after Tyler has run the Go-Live data conversion in the production environment; should the Client not identify concerns within fifteen business (15) days, the Go-Live data conversion shall be deemed Accepted

Inputs (prerequisites):

1. Tested converted data from prior phase

Outputs (deliverables):

1. Converted data in production environment

B. Conduct Go-Live

Overview

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

Tyler responsibilities:

1. Assist the Client in proactively verifying the operational readiness of the production environment; this activity is managed by the Tyler Project Manager and includes the following key areas for review:
   a. Infrastructure and related operational environment (Technical Services Team)
   b. GIS review
   c. Priority Warranty Items / Release Upgrades (Project Manager with assistance from the appropriate teams)
2. Provide onsite assistance for all applications going live
3. Assist the Client in preparing the production server for Go-Live
   a. Run SQL Go-Live script
   b. Run final data conversion

  c. Set counters
  d. Perform other maintenance tasks
4. Conduct Client turnover to Client Support
5. Receive clearance for on-site staff to depart Client site

Client responsibilities:

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

Inputs (prerequisites):

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

Outputs (deliverables):

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

Step 9: Conduct Post Go-Live Activities

Overview

Depending on specific products purchased, there may be some activities such as Decision Support Software (DSS)/Data Analysis and Mapping training, UCR/IBR submissions and/or Reliability Testing that occur after Go-Live, as these activities require actual production data prior to completion to be of any value. The activities are planned during the Planning Phase along with all other activities.

A. Complete DSS and Data Analysis and Mapping Setup and Training

If licensed, Tyler will provide the Client with implementation of licensed DSS and Data Analysis and Mapping modules and related training services.

Tyler responsibilities:

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

Client responsibilities:

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

Inputs (prerequisites):

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

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

B. Complete State Compliance Configuration and Assist with First Submission

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

During the Configuration Phase of the project, Tyler works with the Client to implement state reporting rules. The first full test of these rules occurs three to four weeks after Go-Live to ensure that the Client has accumulated sufficient data for submission to the state. State reporting and editing can be a significant challenge, so Tyler schedules and assigns an Application Specialist to assist the Client with the first submission process post Go-Live.

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

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

Inputs (prerequisites):
1. Live system

Outputs (deliverables):
1. Completed state submission for one month

Phase: Closing

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

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

Step 10: Close the Project

A. Transition to Client Success Team

Overview

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

Project closure will also be finalized with the Client to ensure that both the Client and Tyler support staff are knowledgeable about the overall Tyler implementation, that all questions have been addressed and that exceptions are incorporated into the sign-off document.

Tyler responsibilities:
1. Coordinate a meeting, either via teleconference or on site, to review the project status and transition ongoing communications with the Client to the assigned Client Success Team
2. Prepare the sign-off documentation
3. Review all project financials to ensure that all deliverables included in the Agreement are delivered, invoiced and paid

Client responsibilities:
1. Provide appropriate personnel for the turnover meeting
2. Provide a location for the turnover meeting
3. Sign-off on project closure
4. Complete payment of all amounts described in the Agreement

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

Outputs (deliverables):
1. Verification that Account Management is engaged to support the Client
2. Project Closure sign-off

1. Project Management Services

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

a) Developing an Implementation Plan; deadlines/milestone dates needed, including Final Implementation Plan

c) Providing revised Implementation Plans (if required);

d) Providing monthly project status reports; and

e) Facilitating project status meetings
- a project review (kickoff) meeting at your location
- progress status meeting(s) during implementation via telephone conference or at your location; and
- a project close-out meeting at your location to conclude the project.

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

2. Implementation and Training Support Services

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

a) implementation of the Tyler Software;

b) Training you or assisting with your training on the Tyler Software; and

c) tailoring of Tyler Software by our technical staff and/or consultation with our technical staff.

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

3. Interface and/or Fixed Installation Services

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

Our GIS implementation services are to assist you in preparing the required GIS data for use with the Tyler Software. At a minimum, you will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal Geodatabase, File Geodatabase, Shape Files). You are responsible for having clearly defined boundaries for Police

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

4. **Hardware and Database Quality Assurance Service**

We shall provide Hardware and Database Systems Assurance of your server(s). Client will retain the right to make final determination of hardware, server, and database configurations for test and production environments. Client and Tyler will agree upon production configuration and system specifications prior to Go-Live, and Tyler will not withhold maintenance and support services which the Client has purchased as long as the production environment substantially complies with the agreed upon specifications.

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

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

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

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

Exhibit E
Schedule 2
Data File Conversion Assistance

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

General

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

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

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

Our Responsibilities

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

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

3. As provided in the approved project plan for conversions, we will schedule the following:

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

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

4. We will provide you up to three (3) test iterations of converted data. One test iteration consists of:

    a. Running a conversion test in your test environment,

     b.   Your reviewing a conversion test and responding in writing to us (see Client responsibilities paragraph 3 below),

     c.   We correct or otherwise respond to issues discovered and reported by you,

     d.   We will conduct internal testing to verify corrections, and

     e.   Both parties planning for the next test iteration and/or the live implementation.

5. Tyler will provide warranty coverage for any conversion-procedure-related issue reported by Client to Tyler within ninety (90) days after the conversion is run in the live database.

<u>Client Responsibilities</u>

1. Provide a current copy of the databases to be converted in one of the following formats:
   a. Microsoft SQL Server database
   b. Microsoft Access database
   c. Microsoft Excel spreadsheet
   d. An ASCII format delimited text file, including embedded column headers and text delimiters.

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

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

   Up to three (3) test iterations are provided as part of the Data Conversion Process. After the third (3rd) test iteration, you shall pay our then-current flat fee for each additional test iteration. You will promptly review each test iteration when delivered by us. Prompt review by you will reduce the likelihood that a need for additional test iteration(s) may arise due to an extended delay between delivery of a test iteration and its review.

3. If available, provide a data dictionary (data descriptors) of the databases being converted.

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

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

Only one data source will be converted for each of the files described in the Investment Summary, unless otherwise noted.

Exhibit E
Schedule 3
Customer Requested Standard Software Enhancements and/or Custom Software

1. <u>**Definition**</u>

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

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

Capabilities included in the initial scope:

a) Custom Software/Interface(s)
   While we will provide reasonable consultation, you are responsible for obtaining technical contacts and/or technical specifications from the third parties involved.

   (1) Custom Incident Import Interface to Hexagon CAD (one-way)

   Tyler Technologies will provide an interface that will import incident data from Hexagon CAD to New World Public Safety Incidents.

   (2) Custom Accident Import Interface to TRACS (one-way)

   Tyler Technologies will provide an interface that will import accident data from Iowa TRACS to the New World Public Safety Crash module.

   (3) Custom Ticket Import Interface to TRACS (one-way)

   Tyler Technologies will provide an interface that will import ticket data from Iowa TRACS to New World Public Safety ticket module

   (4) Custom Export Interface to N-DEx (one-way)

Tyler Technologies will provide an interface that will export case, arrest, and warrant data from New World Public Safety to an N-DEx format.

(5) Custom Import Interface to Third-Party Pawn System (one-way)

Tyler Technologies will provide an interface that will import pawn data from an existing pawn system or Leads Online to New World Public Safety Pawn.

(6) Custom Form Development (OWI Form)

(7) Custom Interface to ATIMS (one-way)

Tyler Technologies will provide an interface that will export pre-booking data from New World Public Safety to ATIMS

(8) Custom Interface to TRACS (Import)

Tyler Technologies will provide an interface that will import the following TRACS forms and attach them to existing case records in the New World Public Safety application

- MOWI
- Complaint

2. **Methodology to Provide Enhancements and/or Custom Software**

a)   Our Responsibility

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

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

(2)   Prepare a Requirements Document (RD) to include:
   - Detailed description of the required feature
   - menu samples
   - screen samples
   - report samples

(3)   Conduct the programming and programming test.

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

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

b) <u>Design and Development Procedure</u>

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

3. **Third Party Responsibilities**

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

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

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

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

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Interface Control Document (ICD)

Des Moines/Polk County, IA

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

Interface	Hexagon Incident Import

Direction	Import
Third Party	Hexagon
Record Type	Incident
Detailed Description	Tyler Technologies will provide an interface that will import incident data from Hexagon CAD to New World Public Safety Incidents The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created. The transfer of data will be an automated batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World module. No new fields will be added to the database or user screen.
Assumptions	1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP. 2. New World System will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with New World Systems and the customer to test the interface.

Interface	N-DEx Records Export
Direction	Export
Third Party	N-DEx
Record Type	Case; Arrests; Wants/Warrants
Detailed Description	Tyler Technologies will provide an interface that will export case, arrest, and warrant

data from New World Public Safety to an N-DEx format.

The transfer of data will be an automated batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol.

The interface will be limited to fields that exist in the New World module. No new fields will be added to the database or user screen.

Assumptions	1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.
	2. New World System will not be responsible for making any modification in the 3rd party software to support this interface.
	3. The third-party will work with New World Systems and the customer to test the interface.

Interface	**Pre-booking Export to ATIMS**
Direction	Export
Third Party	ATIMS
Record Type	Pre-Booking
Detailed Description	Tyler Technologies will provide an interface that will export pre-booking data from New World Public Safety to ATIMS

The transfer of data will be an automated batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol.

The interface will be limited to fields that exist in the New World module. No new fields will be added to the database or user screen. |

Assumptions	1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP. 2. New World System will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with New World Systems and the customer to test the interface.

Interface	Third Party Pawn Import
Direction	Import
Third Party	Home Grown System or Leads Online
Record Type	Global Subject; Pawn
Detailed Description	Tyler Technologies will provide an interface that will import pawn data from an existing pawn system or Leads Online to New World Public Safety Pawn. The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created. The transfer of data will be an automated batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World module. No new fields will be added to the database or user screen.
Assumptions	1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP. 2. New World System will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with New World Systems and the customer to test the interface.

Interface	TRACS Crash Import
Direction	Import
Third Party	TRACS
Record Type	Accident; Global Subject; Global Vehicle
Detailed Description	Tyler Technologies will provide an interface that will import accident data from Iowa TRACS to the New World Public Safety Crash module. The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created. If a pdf document is included with the data, the document will be attached to the accident record. The import will be limited to the following data. State specific accident fields will not be imported. - Location - Date and Time - People, Vehicles, and Officers Involved - Citation numbers - Incident Numbers The import of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World Crash module. No new fields will be added to the database or user screen.
Assumptions	1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP. 2. New World System will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with New World Systems and the customer to test the interface.

Interface	TRACS Ticket Import
Direction	Import
Third Party	TRACS
Record Type	Global Subject; Global Vehicle; Ticket
Detailed Description	Tyler Technologies will provide an interface that will import ticket data from Iowa TRACS to New World Public Safety ticket module The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created. The transfer of data will be an automated batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World module. No new fields will be added to the database or user screen.
Assumptions	1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP. 2. New World System will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with New World Systems and the customer to test the interface.

Exhibit F
Socrata Terms and Conditions

SECTION A – DEFINITIONS

Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

- **"Socrata Agreement"** means this Socrata Software as a Service Terms and Conditions.
- **"Alert"** means a message that is delivered when Client-defined thresholds are exceeded.
- **"API"** means application-programming interface.
- **"External API Calls"** means any request made by a user that is not logged in against a SaaS Service. If applicable, the number of External API calls that are authorized are identified in the Investment Summary, attached as <u>Exhibit 1.</u>
- **"Client"** means the City of Des Moines, IA.
- **"Client Data"** means data, datasets, files, information, content and links uploaded or provided by Client through the use of the SaaS Services, but excluding Third Party Services.
- **"Confidential Information"** means 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.
- **"Dataset"** means physical collection of information, typically modeled as a table of rows and columns of data.
- **"Data Storage"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Effective Date"** means the Amendment Effective Date.
- **"Amendment Investment Summary"** means the agreed upon cost proposal for the products and services attached as <u>Exhibit 1</u>.
- **"Users"** means a user that is logged in and accesses the SaaS Services.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary. SaaS Fees may be listed or referred to as Recurring Fees in <u>Exhibit 1.</u>
- **"SaaS Services"** means Socrata's off the shelf, cloud-based software service and related services, including support services, as specified under this Socrata Agreement. 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.
- **"Service Level Terms"** means the service level terms described in Section C of this Socrata Agreement.
- **"Third-Party Services"** means if any, third-party web-based services or platforms, including but not limited to third party stock photos and third-party map location services which are provided at no additional charge to you through this Socrata Agreement.
- **"Socrata"** means Socrata, a wholly owned subsidiary of Tyler Technologies, Inc., a Delaware corporation.
- **"we", "us", "our"** and similar terms mean Tyler.

- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. <u>Rights Granted</u>. Tyler grants to Client the non-exclusive, non-assignable limited right to use the Socrata GeoAnalytics and Transparency product on a subscription basis according to the terms of this Socrata Agreement and the Service Level Terms. Client may access updates and enhancements to the product in accordance with the Maintenance and Support Agreement.

2. <u>SaaS Fees</u>. Client agrees to pay Tyler the SaaS Fees. Those amounts are payable in accordance with Tyler's Invoicing and Payment Policy. Client acknowledges 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 your access to the SaaS Services. We may also terminate this Socrata Agreement if you **don't cure** such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

3. <u>Ownership</u>.

   3.1 Tyler retains all ownership and intellectual property rights to the SaaS Services.

   3.2 The SaaS Services may provide Client with functionality to make all or part of the Client Data available to the general public through one or more public facing websites. Client determines which Client Data is shared publicly, and Client is solely responsible for determining the online terms of use and licenses **relative to the use by public users ("Public User") of Client Data, and the enforcem**ent thereof. Once a User makes Client Data publicly available using the SaaS Services, Tyler **has no control over a Public User's use,** distribution, or misuse of Client Data. Tyler has no liability or obligation to indemnify for such usage. Users have the ability within the SaaS Services to remove the public permissions applied to Customer Data. When Client uploads or provides Client Data to the Socrata SaaS platform, Client elects whether the data is publicly available or private. In accordance with this election, Client grants to Tyler a perpetual non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license to use, reproduce, publicly display (when applicable), distribute, modify, create derivative works of, and translate the Client Data only as needed in response to a User's use of the SaaS Services. Tyler agrees to not make publicly-available data that Client initially elects to make private.

   3.3 Tyler reserves the right to develop derivative data assets based on **Client's publicly available data. These** uses might in**clude but aren't necessarily limited** to: aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets; and developing key performance indicators and benchmarks.

   3.4 Tyler agrees to never commercially sell Client's data, however, we reserve the right to commercially sell derivative data **assets we create based on Client's public data.**

   3.5 **Subject to the requirement that Client's** private data is used only for **Tyler's internal** business purposes, Tyler may develop derivative data **assets and insights based on aggregated, anonymized views of Client's** internally accessible private data for the sole purposes of the enhancement of the SaaS Services, aggregated statistical analysis, technical support and other internal business purposes.

   3.6 **Socrata may access Client's internally accessible private data for the purposes** of providing maintenance and support.

3.7 Client retains all ownership and intellectual property rights to the Client Data. Client expressly recognizes that except to the extent necessary to carry out our obligations contained in this Socrata Agreement, Tyler does not create or endorse any data used in connection with the SaaS Services. During the term of the Socrata Agreement, Client may export Client Data as allowed by the functionality within the SaaS Services.

3.8 If Client provides feedback, information, and/or or suggestions about the SaaS Services, or any other services provided hereunder, then Tyler (and those it allows to use its technology) may use such feedback, information, and/or suggestions under a royalty-free, paid-up, and irrevocable license without obligation to Client.

4. Restrictions.

   4.1 You may not: (a) except as explicitly provided for herein, make the SaaS Services 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; (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 or Documentation available to any third party other than as expressly permitted by this Socrata Agreement; (e) use the SaaS Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (f) interfere with or disrupt the integrity or performance of the SaaS Services (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Tyler's prior written consent); or (g) attempt to gain unauthorized access to the SaaS Services or its related systems or networks.

   4.2 Client acknowledges and understands that the Socrata SaaS Services are not designed to serve as the system of record and shall not be used in a manner where the interruption of the SaaS Services could cause personal injury (including death) or property damage. The SaaS Services are not designed to process or store CJIS, PHI or other sensitive data, and by using the Socrata SaaS Services, you acknowledge and agree that you are using the Socrata SaaS Services at your own risk and that you are solely responsible for use of data with the SaaS Services in any manner that is contrary to the uses for which the Socrata SaaS Services are designed and offered for use in this Agreement.

   4.3 Although we have no obligation to screen, edit or monitor the Client Data or Public User content posted on SaaS Services, if, in our reasonable judgment, we discover your use of the SaaS Services threatens the security, integrity, stability, or availability of the SaaS Services, or is otherwise in violation of this Socrata Agreement, we may temporarily suspend the SaaS Services, or Monthly Active Users' access thereto. Unless Client has conducted penetration testing or unscheduled performance testing, Tyler will use commercially reasonable efforts to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension. Any penetration testing or unscheduled performance testing conducted by Client will result in immediate suspension of the SaaS Services.

5. Reservation of Rights. The SaaS Services, other services, workflow processes, user interface, designs, and other technologies provided by Tyler pursuant to this Socrata Agreement are the proprietary property of Tyler and its licensors. All right, title and interest in and to such items, including all associated intellectual property rights, remain only with Tyler. Client may not remove or modify any proprietary marking or restrictive legends
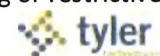
from items or services provided under this Socrata Agreement. Tyler reserves all rights unless otherwise expressly granted in this Socrata Agreement.

6. <u>Access and Usage by Internal Client Users and Contractors</u>. You may allow your internal users and third party contractors to access the SaaS Services and any technical or policy controls, in compliance with the terms of this Socrata Agreement, which access must be for your sole benefit. You are responsible for the compliance with this Socrata Agreement by your internal users and contractors.

7. <u>Your Responsibilities</u>. Client (a) must keep its passwords secure and confidential; (b) is solely responsible for all activity occurring under its account; (c) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Tyler promptly of any such unauthorized access; (d) may use the SaaS Services only in accordance with the Documentation; and (e) shall comply with all federal, state and local laws, regulations and policies of Client, as to its use of the SaaS Services, Client Data, and instructions to Tyler regarding the same.

8. <u>Client Data Backup</u>. Client is providing Socrata a copy of Client Data. Any laws and regulations governing Client for retention of Client Data remains Client's responsibility. CLIENT IS SOLELY RESPONSIBLE FOR BACKING UP CLIENT DATA unless otherwise specially agreed in writing between Tyler and Client.

9. <u>Return of Client Data</u>. Upon request, Tyler will make the SaaS Services available to Client to export Client Data for a period of sixty (60) days following the termination of this Socrata Agreement. After such sixty (60) day period has expired, we have no obligation to maintain Client Data and may destroy the Client Data.

10. <u>APIs</u>. Tyler will provide access to the applicable application-programming interface ("API") as part of the SaaS Services under the terms of this Socrata Agreement. Subject to the other terms of this Socrata Agreement, Tyler grants Client a non-exclusive, nontransferable, terminable license to interact only with the SaaS Services as allowed by the current APIs.

   a. Client may not use the APIs in a manner--as reasonably determined by Tyler--that constitutes excessive or abusive usage, or fails to comply with any part of the APIs. If any of these occur, Tyler can suspend or terminate Client's access to the APIs on a temporary or permanent basis.

   b. Tyler may change or remove existing endpoints or fields in API results upon at **least 30 days' notice** to Client, but Tyler will use commercially reasonable efforts to support the previous version of the APIs for at least 6 months from deprecation notice. Tyler may add new endpoints or fields in API results without prior notice to Client.

   c. The APIs may be used to connect the SaaS Services to certain hosted or on premise software applications not provided by Tyler ("Non-Tyler **Applications**"). Client is solely responsible for development, license, access to and support of Non-Tyler Applications, and Client's obligations

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under this Socrata Agreement are not contingent on access to or availability of any Non-Tyler Application.

    d.   Any open source code provided is provided as a convenience to you. Such open source code is provided AS IS and is governed by the applicable open source license that applies to such code; provided, however, that any such open source licenses will not materially interfere or prohibit Client's limited right to use the SaaS Services for its internal business purposes.

11.   **Data Security Measures. In order to protect your Confidential Information, we will: (a) implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Confidential Information; (b) implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (c) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (d) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures). Client acknowledges and agrees that Tyler's obligations with respect to Security Measures is subject to Section B(4.2) above.**

12.   **Notice of Data Breach. If Tyler knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Socrata Agreement, we will alert Client of any such data breach in accordance with applicable law, and take such actions as may be necessary to preserve forensic evidence and return the SaaS Services to standard operability. If so required, Tyler will provide notice in accordance with applicable federal or State data breach notification laws.**

SECTION C – OTHER SERVICES

1.   **Service Level Terms & Warranty.**

    1.1   <u>Service Warranty.</u> **Tyler warrants to Client that the functionality or features of the SaaS Services will substantially perform as communicated to Client in writing, or their functional equivalent, but Tyler has the right to update functionality. The support policies may change but will not materially degrade during the term. Tyler may deprecate features upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous features for at least 6 months following the deprecation notice. The deprecation notice will be posted at https://support.socrata.com.**

1.2   <u>Uptime Service Level Warranty</u>. We will use commercially reasonable efforts to maintain the online availability of the SaaS Service for a minimum of availability in any given month as provided in the chart below *(excluding* maintenance scheduled downtime, outages beyond our reasonable control, and outages that result from any issues caused by you, your technology or your suppliers or contractors, Service is not in the production environment, you are in breach of this Socrata Agreement, or you have not pre-paid for SaaS Fees for the Software as a Service in the month in which the failure occurred).

Availability	Credit
99.9%	3% of monthly fee for each full hour of an outage that adversely impacted Client's access or use of the SaaS Services (beyond the warranty).

Maximum amount of the credit is 100% of the prorated SaaS Service Fees for such month, or $1,800.00, whichever is less, and the minimum credit cannot be less than $100.00.

1.3 <u>Limited Remedy</u>. Your exclusive remedy and our sole obligation for our failure to meet the warranty under Section C(1.2) is the provision by us of the credit for the applicable month, as provided in the chart above (if this Socrata Agreement is not renewed then a refund in the amount of the credit owed); provided that you notify us of such breach of the warranty within thirty (30) days of the end of that month.

SECTION D – TERM

1. <u>Term</u>. The initial term of this Socrata Agreement is one (1) year beginning on the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Socrata Agreement will renew automatically for additional one (1) year renewal terms unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the SaaS Services will terminate at the end of this Socrata Agreement.

Exhibit G

Request For Proposal

September 18, 2019, Request for Proposals (RFP) for the Acquisition of a Record Management System and Jail **Management System solution for the City of Des Moines Police Department and Polk County Sheriff's Office, RFP** N20-01, incorporated by reference.

tyler technologies

Exhibit H

Tyler's Proposal

Tyler's Proposal dated November 8, 2019, in response to the RFP, together with all attachments, incorporated by reference.