SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City" or "Client") and Tyler Technologies, Inc., ("Tyler") a Delaware Corporation, registered to do business in Colorado, whose address is 4100 Miller-Valentine Court, Moraine, OH 45439.

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

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

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by referenced between you and us, Contract Number: 201521806.
- **"Client**" means the City and County of Denver, 201 West Colfax, Department 301, Denver, CO 80202.
- **"Client Data"** means all information, whether in oral or written (including electronic) form, created by or in any way originating with Client or End Users, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with City or End Users, in the course of using and configuring the SaaS Services. Client Data includes End User and Client account credentials and information, and all records sent, received, or created by or for End Users or relating to your use of the SaaS Services, including email content, headers, and attachments, and any logs or other records reflecting your or End User's use of SaaS Services.
- **"Data"** means the data necessary to utilize the Tyler Software.
- **"Data Compromise"** means any actual or reasonably suspected unauthorized access to or acquisition of Data that compromises the security, confidentiality, or integrity of the Data.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our Documentation, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our SaaS Services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user

guides, manuals and other training or self-help documentation.

- "**End User**" means the individuals (including, but not limited to your employees, authorized agents, students and volunteers; your third party consultants, auditors and other independent contractors performing services for you for internal business purposes only; any governmental, accrediting or regulatory bodies lawfully requesting or requiring access to any SaaS Services; customers of your provided services) authorized by you to access and use the SaaS Services provided by us under this Agreement.
- **"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 our invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Prompt Payment Ordinance"** means Denver, Colorado's Code of Ordinances, Title II, Revised Municipal Code Chapter 20, Article VII.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, support services for the Tyler Software under the terms of the SLA, Data storage and archiving, and any updates or enhancements we make generally available without additional charge to customers who currently use the SaaS Services. SaaS Services do not include support of Client's operating system or hardware, support outside of hours specified in the Support Call Process, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit D.
- **"Statement of Work"** means the description of services to be supplied by us through this Agreement, attached as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit D.
- **"Third Party"** means persons, corporations or entities other than you, us or any of our respective employees, contractors or agents.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software and related interfaces identified in the Investment Summary.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean City or Client.

SECTION B – SAAS SERVICES

1. Rights Granted.

   1.1 We grant to you the non-exclusive, non-assignable, limited right to use the SaaS Services solely for your internal business purposes only. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software to you as part of the SaaS Services.

   1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only. You must retain all proprietary notices, logos, copyright notices, and similar markings on all such copies.

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

   1.4 We reserve all rights not expressly granted to you in this Agreement.

2. SaaS Fees. You agree to pay us the SaaS Fees in the amounts set forth in the Investment Summary. Those amounts are invoiced in accordance with our Invoicing and Payment Policy and payable in accordance with your Prompt Payment Ordinance. The SaaS Fees are based on the product mix and amount of Data Storage Capacity. You may add additional products and/or additional Data Storage Capacity on the terms set forth in Section H(1).

3. Escrow. We currently do not maintain an escrow arrangement with any Third Party with respect to Tyler Software source code for our clients who enter into our Software as a Service agreement. In the event that we provide an escrow arrangement option for our Software as a Service clients in the future, we will notify you of your ability to participate in such arrangement and the terms of such arrangement.

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

5. Limited Warranty. We warrant that the Documentation describes the functionality of the Tyler Software. We warrant that the Tyler Software will be without Defect(s) during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the SLA and our current Support Call Process. You acknowledge that we do not control your Internet access or internal network capabilities.

6. Disabling Code Warranty. We agree that the Tyler Software and the SaaS Services do not contain any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to permit, access by any person, or on its own, to erase, or otherwise harm or modify any system or Data of yours. In the event that a Disabling Code is identified we will take all reasonable steps necessary to furnish you with the Tyler Software and/or SaaS Services without the presence of the Disabling Code.

7. Litigation Limited Warranty. There are no pending or threatened lawsuits (i) alleging that any Tyler

Software identified in this Agreement or any SaaS Services identified in this Agreement infringes, violates or misappropriates any Third Party rights, or (ii) adversely affects Tyler's ability to perform its obligations hereunder.

8. Acceptance of Tyler Software. Tyler agrees to set up the Tyler Software and the City will test and evaluate the functional viability of the Tyler Software during the implementation process at four various times. The City and Tyler have agreed upon a functional requirements document, Appendix G of Exhibit C, and the SOW, attached as Exhibit C (Appendix G of Exhibit C and the SOW are hereinafter collectively referred to as the "Functionality Documents"), which the City will use in determining functional viability of the Tyler Software. The City will test and evaluate the functional viability of the Tyler Software using the Functionality Documents, after Tyler, in Tyler's reasonable discretion, has substantially completed the following test points and notified the City, in writing, of such completion: 1) development, configuration, unit testing and functional testing; 2) acceptance of the data conversions; 3) user acceptance testing; and 4) Go-live/production. At these defined test points the City will notify Tyler if the Tyler Software has not met the functional requirements described in the Functionality Documents.

   8.1 Development, configuration, unit testing and functional testing. If the Tyler Software has not met at least 90% of high priority functional requirements and 75% of medium priority functional requirements and 50% of low priority functional requirements, as such functional requirements are identified collaboratively by Tyler and Client in the Functionality Documents during the Fit/Gap analysis, during this test point, then the City will notify Tyler in writing within fifteen (15) days.

   8.2 Acceptance of the data conversions per Section 12, Deliverables, Table 10, Testing, Data Conversion Testing in the SOW. The acceptance is based on "No outstanding Blocking, Severity 1 or Severity 2 Defects unless agreed by the business Stakeholders and Project Sponsors" as defined in Appendix B of Exhibit C. If Tyler has not met this test point then the City will notify Tyler in writing within fifteen (15) days.

   8.3 Acceptance of user acceptance testing per Section 12, Deliverables, Table 10, Testing, Business User Acceptance Testing in the Statement of Work. The acceptance is based on "No outstanding Blocking, Severity 1 or Severity 2 Defects unless agreed by the business Stakeholders and Project Sponsors in writing" as defined in Appendix B of Exhibit C. If Tyler has not met this test point, then the City will notify Tyler in writing within fifteen (15) days.

   8.4 Go-live/production. If the Tyler Software has not met at least 100% of high priority functional requirements and 85% of medium priority functional requirements and 75% of low priority functional requirements, as identified collaboratively by Tyler and Client in the Functionality Documents during the Fit/Gap Analysis, during this test point, then the City will notify Tyler in writing within fifteen (15) days. The parties acknowledge that City's functional requirements and/or the priority levels assigned to City's functional requirements, may change based on the result of the Fit/Gap Analysis performed pursuant to the SOW. Any such changes to the functional requirements document must be agreed to by the parties in writing. The determination of whether the Tyler Software has achieved the test point described in this subsection 8.4 shall be measured against the Functionality Document as modified and agreed to by the parties.

   If the City fails to provide Tyler with a notice of deficiency within the fifteen (15) day time periods described above, City will be deemed to have accepted the applicable test point for which no notice of

deficiency was provided. If a notice of deficiency is provided by City to Tyler, Tyler will, at its expense, meet the enumerated functional requirements for the Tyler Software based on the Functionality Documents, within fifteen (15) days after receipt of the City's notice of deficiency in paragraphs 8.1, 8.2, 8.3 and 8.4 above, or upon such other period of time as may be mutually agreed to by the parties, consent to a longer period of time not to be unreasonably conditioned or withheld by City. The foregoing procedure will be repeated for each test point until the City either (i) accepts the Tyler Software (either by providing Tyler a written notice of acceptance, or by failing to provide a notice of deficiency as described above in paragraphs 8.1, 8.2, 8.3 and 8.4), or (ii) rejects the Tyler Software. In the event that the Tyler Software does not substantially conform to the functional requirements set forth above, and Tyler cannot cure such non-conformance or provide a functionally equivalent replacement, the City may reject the SaaS Services and shall be entitled to receive a refund equal to the lesser of (i) actual SaaS fees paid by City to Tyler upon the rejection date or (ii) two times (2X) the annual SaaS Fees payable by City to Tyler as of the rejection date.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services described on the Investment Summary, under the general direction of, and in coordination with, the City's Chief Information Officer or other designated supervisory personnel (the "Manager"), which will be provided in accordance with the Statement of Work. You will receive those services according to Statement of Work and our US industry standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. We will work with you to refine and finalize that documentation upon execution of this Agreement. In the event of a conflict between the implementation plan and the Statement of Work, the Statement of Work will prevail.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts will be invoiced in accordance with the SOW and our Invoicing and Payment Policy and payable in accordance with your Prompt Payment Ordinance.

3. Additional Services. The Investment Summary contains the scope of services and related costs required for the project based on our understanding of the specifications you supplied. If additional work is required, Client may issue a Task Order that will be mutually agreed upon by both parties for both cost and scope. The price quotes in the Task Order will be valid for thirty (30) days from date of issuance. This Agreement will govern the terms and conditions of any Task Order.

4. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with US 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.

5. Site Access and Requirements. You agree to provide us, without charge, with 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.

6. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services you have contracted for. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to

provide such cooperation and assistance (either through action or omission).

SECTION D HOSTING SERVICES

1. Data Security and Privacy.

1.1 We certify that our hosting services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 16, Type 2, and that we have attained, and will maintain, Type II SSAE compliance, or its equivalence, for the Term. We acknowledge that you have executed a mutually agreeable Non-Disclosure Agreement ("NDA") that is co-terminal with this Agreement. Every year during the term of this Agreement in which you make a written request, for so long as the NDA is in effect, we will provide you with evidence of compliance with this section, as well as a copy of our SSAE-16 compliance report.

1.2 You will be hosted on shared hardware, but all of your data will be stored in a dedicated database, which is inaccessible to our other customers.

1.3 We will store and process Client Data in accordance with industry standards related to the confidentiality, integrity and availability of the SaaS Services by using appropriate administrative, physical, and technical safeguards, to secure such Data from unauthorized access, disclosure, alteration and use. Without limiting the foregoing, we warrant that all electronic Client Data will be encrypted in transmission by a National Institute of Standards and Technology (NIST) approved strong encryption method and standard.

1.4 We shall at all times follow industry standards related to the confidentiality, integrity and availability of the SaaS Services by using up-to-date security tools, technologies and procedures including, but not limited to anti-virus and anti-malware protections and intrusion detection in providing Services under this Agreement.

1.5 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a Tyler declared disaster or component failure. In the event any of your Data is lost, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of fifteen (15) minutes from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare.

1.6 In the event we declare a disaster, our Recovery Time Objective ("RTO") is two (2) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software and SaaS Services must be restored.

1.7 We will at our expense conduct or have conducted the following tests at least once per year, and immediately once we become aware of any Data Compromise: A) A vulnerability scan, performed by a well-qualified Third Party scanner, of our systems and facilities that are used in any way to deliver Services under this Agreement; and B) A formal penetration test, performed by an industry standard process and well-qualified personnel, of our systems and facilities that are used in any way to deliver Services under this Agreement.

1.8 We will provide you the reports or other documentation resulting from the above audits, certifications, scans and tests within seven (7) business days of our receipt of such results based on the results of the above annual audits, certifications, scans and tests, we will, within thirty (30)

calendar days of receipt of such results, promptly modify our security measures in order to meet our obligations under this Agreement, and provide you with written evidence of remediation. We shall protect Data against deterioration or degradation of Data quality and authenticity, including, but not limited to annual Third Party Data integrity audits.

1.9 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a Client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data. We will provide test results – either non-specific or Client-specific – to you within mutually agreeable timeframe after receipt of the request.

1.10 We will ensure regular review of information system activity, such as audit logs, access reports, and security incident tracking reports to detect Data Compromises. We shall report, either orally or in writing, to you any Data Compromise. We shall make the report to you immediately upon discovery of the Data Compromise, but in no event more than forty-eight (48) hours after we reasonably believe there has been a Data Compromise. Oral reports by us regarding Data Compromises will be reduced to writing and supplied to you as soon as reasonably practicable.

1.11 Immediately upon becoming aware of a Data Compromise, we shall conduct in good faith, without unreasonable delay, and consistent with legitimate needs of law enforcement and other Third Parties who may be material to the investigation, a prompt investigation to fully determine the circumstances, extent and causes of the Data Compromise and report the results to you and continue to keep you informed on a daily basis of the progress of our investigation until the issue has been effectively resolved.

1.12 Our report regarding a Data Compromise shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure (if known), (iv) what We have done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action We have taken or shall take to prevent future similar unauthorized use or disclosure.

1.13 Within five (5) calendar days of the date we become aware of a Data Compromise, We shall have completed implementation of corrective actions to remedy the Data Compromise, restore your access to the Services as directed by City, and take such other actions as Tyler may deem necessary or appropriate to prevent further similar unauthorized use or disclosure.

1.14 We shall take the actions described above with respect to a Data Compromise incident, at our expense. We shall cooperate fully with your investigation of any such Data Compromise incident and you shall not be charged additional fees for such efforts.

1.15 Except as otherwise required by law, we will not disclose or otherwise provide notice of the incident directly to any person, regulatory agencies, or other entities, without prior written permission from you.

1.16 In addition to any other remedies available to you under law or equity, we will reimburse you for all reasonable costs incurred by you in investigation and remediation of any Data Compromise directly caused by us or our subcontractors, including but not limited to providing notification to individuals whose personally identifiable information was compromised and to regulatory agencies or other entities as required by law or contract; providing one years' credit monitoring to the affected individuals if personally identifiable information exposed during the breach could be used to commit

financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed against you are a result of the Data Compromise.

1.17 We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols.

2. Databases. Hosting pricing includes test, training, reporting and production databases. The production and training databases share a code stream.

3. Data Storage Capacity. The hosted environment will have a Data Storage Capacity of 4TB. Tyler will notify Client in a reasonable period after Client exceeds its allowable Data Storage Capacity and provide Client with the then current cost for additional storage. Client shall have a reasonable period of time to either (i) acknowledge additional data storage cost in writing to Tyler or (ii) take such actions (or authorize Tyler to take such actions) as Client deems appropriate in order to maintain its allowable Data Storage Capacity without incurring additional storage costs.

4. PCI Compliance. The Tyler Software does not process, record or store credit card information, and is therefore not subject to the Payment Card Industry ("PCI") standards. In the event Tyler Software is modified such that it does require the processing, recording or storage of credit card information, we will negotiate a mutually agreeable amendment to this Agreement to address our PCI compliance obligations, if any.

5. Client Data.

5.1 The parties agree that as between them, all rights in and to Data and Client Data shall remain the exclusive property of Client. Tyler shall have a limited, nonexclusive license to access and use the Data as provided in this Agreement solely for the purpose of performing its obligations under this Agreement, or as required by law. All Data created and/or processed by the SaaS Services is and shall remain the property of Client and shall in no way become attached to the SaaS Services. We will not use Data for our own benefit and, in particular, will not engage in "data mining" of Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by City.

5.2 We will provide access to Client Data only to our employees and subcontractors who need to access the Client Data to fulfill our obligations under this Agreement. We will ensure that all of our employees and subcontractors who are authorized to access Client Data to perform work under this Agreement have undergone and passed criminal background screenings within a reasonable period of time following the execution of this Agreement, but no later than one month (1) following the Effective Date. All employees and individuals working as our subcontractors have signed a confidentiality agreement. We will ensure that employees and individuals working as subcontractors who access Client Data to perform work under this Agreement, understand, agree to be bound by, and receive appropriate instruction as to how to comply with the data protection provisions of this Agreement.

6. Client Data Upon Termination. Upon termination or expiration of this Agreement, or in the event of an impending cessation of our business, we will ensure that all Client Data are securely returned or destroyed, as directed by you. Transfer to you or to a Third Party designated by you of a final archive or final backup shall occur no later than thirty (30) days after the effective date of termination and shall be provided in a standard database backup file format. In the event you request destruction of Client Data, we agree to securely destroy all Client Data in our possession and in the possession of any subcontractors or agents to which we may have transferred Client Data. We agree to provide you with documentation confirming the destruction of the Client Data.

7. Disclosure Requests: Except as otherwise expressly prohibited by law, we will:

   7.1 If required by a court of competent jurisdiction or an administrative body to disclose Client Data, notify you in writing immediately upon receiving notice of such requirement and prior to any such disclosure;

   7.2 Consult with you regarding our response;

   7.3 Cooperate with your reasonable requests in connection with your efforts to intervene and quash or modify the legal order, demand or request; and

   7.4 Upon your request, provide you with a copy of our response.

   If you receive a subpoena, warrant, or other legal order, demand or request seeking Data maintained by us, you will promptly provide a copy to us. We will supply you with copies of Data required for you to respond, within a commercially reasonable timeframe, and will cooperate with your reasonable requests in connection with your response.

8. Data Retention and Disposal. We will retain Client Data until you delete the Data, or for a time period mutually agreed to by us. We regularly backup Data and retain such backup copies as described in the SLA. Upon termination or expiration of this Agreement, we will ensure that all Client Data are securely returned or destroyed, as directed by you. In the event that you request destruction of Client Data, we agree to securely destroy all Client Data in our possession and in the possession of any subcontractors or agents to which we might have transferred Client Data. We agree to provide documentation confirming the Client Data destruction to you.

9. Record Holds. We will immediately preserve the state of the Data at the time of a request and place a "hold" on Data destruction or disposal under our usual records retention policies, in response to your oral or written request indicating that those records may be relevant to litigation that you reasonably anticipate. You agree to reduce oral requests for a hold on record destruction to writing as soon as reasonably practicable under the circumstances and to supply us a copy of such writing. You will promptly coordinate with us regarding the preservation and disposition of the records subject to the hold. We will preserve such records until further notice by you.

SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2). The SaaS Fees and fees for other professional services shall be paid by you pursuant to the terms of your Prompt Payment Ordinance in effect on the Effective Date of the Agreement. You agree to notify us of any material changes to your Prompt Payment Ordinance which would affect your payment obligations to us. SaaS Fees and fees for other professional services shall include all expenses, and no other expenses shall be separately reimbursed to us hereunder. Our invoices shall include the Contract Number, clear identification of the deliverable that has been completed, and other information reasonably requested by you or required by your Prompt Payment Ordinance.

2. Invoice Disputes. If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice pursuant to your Prompt Payment Ordinance. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice,

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

3. Maximum Contract Liability.

   3.1 Notwithstanding and other provision of this Agreement, your maximum payment obligation during the Initial Term, as defined in Section F(1) below, will not exceed TEN MILLION DOLLARS ($10,000,000.00) (the "Maximum Payment Obligation"). You are not obligated to execute another agreement or any amendments for any further services, including any services performed by us beyond that specifically described in the Investment Summary. Any services performed beyond those in the Investment Summary are performed at our own risk and without authorization under this Agreement.

   3.2 Your payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. You do not by the Agreement irrevocably pledge present cash reserves for payment or performance in future years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of you.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years from the Effective Date, unless earlier terminated as set forth herein (the "Initial Term"). At the conclusion of the Initial Term, this Agreement may be renewed by Client for an additional five (5) year term. You will provide us written notice as least ninety (90) days prior to the expiration of the Initial Term of your desire to renew the Agreement for an additional five (5) year term ("Renewal Term"). We reserve the right to increase SaaS Fees annually during the Renewal Term; provided, however that we will not increase annual SaaS Fees at a rate greater than the lesser of (i) the increase in annual SaaS Fees charged to other clients or (ii) CPI (as hereinafter defined) plus three percent (+3%) per annum during the subsequent five year period following the end of the Initial Term. For purposes of this Agreement, CPI shall mean the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, or equivalent index of inflation in the event publication of CPI is discontinued. We will provide you at least ninety (90) days' notice of any increase in SaaS Fees. Your right to access the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have non-negotiably incurred or delivered, prior to the effective date of termination.

   2.1. For Cause. You may terminate this Agreement for cause in the event we don't cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of receiving a written notice of the alleged breach. You agree to comply with Section H(3), Dispute Resolution, prior to termination.

   2.2. Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to purchase, lease, operate, maintain, use or host the products or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid SaaS Fees and other fees. You agree not to use

termination for lack of appropriations as a substitute for termination for convenience.

2.3. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more.

2.4. Convenience. The City has the right to terminate the Agreement without cause upon ninety (90) days prior written notice.

2.5. Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees pursuant to your Prompt Payment Ordinance. If you fail to timely pay the SaaS Fees in accordance with your Prompt Payment Ordinance, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

SECTION G – INTELLECTUAL PROPERTY INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

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

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (b) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (c) use of the Tyler Software or SaaS Services in contradiction of this Agreement, including with non-licensed third parties; or (b) willful infringement, including use of the Tyler Software or SaaS Services 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.

1.4 If, as a result of an infringement or misappropriation claim, your use of the Tyler Software or SaaS Services is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent; provided, however that if Tyler, despite its commercially reasonable efforts, fails to achieve (a), (b) or (c), then Tyler shall have the right to terminate this Agreement and refund an amount equal to the professional fees paid by you during the Initial Term of this Agreement. This section provides your exclusive remedy for Third Party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. Property Damage and Personal Injury Indemnification.

2.1 We hereby agree to indemnify, reimburse and hold you and your appointed and elected officials, agents and employees harmless for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work

performed by us under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be your sole negligence or willful misconduct. This indemnity shall be interpreted in the broadest possible manner to indemnify you for any acts or omissions of ours either passive or active, irrespective of fault, including your concurrent negligence whether active or passive, except for your sole negligence or willful misconduct.

2.2 Our duty to indemnify you shall arise at the time written notice of the Claim is first provided to you regardless of whether a claimant has filed suit on the Claim.

2.3 We will pay on your behalf any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on your behalf shall be in addition to any other legal remedies available to you and shall not be considered your exclusive remedy.

2.4 Insurance coverage requirements specified in this Agreement shall in no way lessen or limit our liability under the terms of this indemnification obligation. This indemnification obligation shall survive the expiration or termination of this Agreement.

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 THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B)(I) DURING THE INITIAL TERM OF THE AGREEMENT, UP TO THREE (3) TIMES THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT FOR PROFESSIONAL SERVICES AND (B)(II) AFTER THE EXPIRATION OF THE INITIAL TERM OF THE AGREEMENT, UP TO THREE (3) TIMES THE CURRENT ANNUAL SAAS FEES PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

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

6. Insurance.

   a. General Conditions: We agree to secure, at or before the time of execution of this Agreement, the insurances required under this Agreement. We shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. We must provide notification to you in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties

identified in the Notices section of this Agreement. Such notice shall reference your contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If any policy is in excess of a deductible or self-insured retention, you must be notified by us. We shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit our liability. We shall maintain, at our own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Proof of Insurance: We shall provide a copy of this Agreement to its insurance agent or broker. We certify that the certificate of insurance to be attached as **Exhibit E**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. You request that your contract number be referenced on the Certificate. Your acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of our breach of this Agreement or of any of your rights or remedies under this Agreement. Your Risk Management Office may require additional proof of insurance including but not limited to policies and endorsements, in the event of a claim between or involving you and us.

c. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, our and our subcontractor's insurer(s) shall name you, and your elected and appointed officials, employees and volunteers as additional insured.

d. Waiver of Subrogation: For Workers' Compensation, General Liability and Auto coverages required under this Agreement, our insurer shall waive subrogation rights against you.

e. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of us. We shall include all such subcontractors as additional insured under our policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. We agree to provide proof of insurance for all such subcontractors and subconsultants upon request by you.

f. Workers' Compensation: We shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims. We expressly represent to you, as a material representation upon which you are relying in entering into this Agreement, that none of our officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date we execute this Agreement.

g. Commercial General Liability: We shall maintain a Commercial General Liability insurance policy with limits of $1,000,000 for each occurrence, $1,000,000 for each personal and advertising injury claim, $2,000,000 products and completed operations aggregate, and $2,000,000 policy aggregate.

h. Business Automobile Liability: We shall maintain Business Automobile Liability with limits of $1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

i. Technology Errors & Omissions: We shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of $1,000,000 per occurrence and $1,000,000 policy aggregate.

j. Additional Provisions:

i. For Commercial General Liability and Excess Liability, the policies must provide the following:

1. Defense costs are outside the limits of liability;

2. A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and

3. A provision that coverage for claims which we are liable is primary and non-contributory with other coverage or self-insurance maintained by you.

ii. For claims-made coverage:

1. The retroactive date must be on or before the contract date or the first date when any goods or services were provided to you, whichever is earlier.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and associated services at our then-current list price by executing a mutually agreed Task Order. If no rate is provided in the Investment Summary, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed Task Order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the Task Order.

2. Optional Items. Unless otherwise provided in the Investment Summary, pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the date in which the system is used in a production environment.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will meet at your office for not more than four (4) hours within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies pursuant to paragraph 25. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. 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 arising from our performance of this Agreement.

5. Conflict of Interest.

   a. No employee of yours shall have any personal or beneficial interest in the services or property described in the Agreement. We shall not hire, or contract for services with, any employee or officer of yours that would be in violation of your Code of Ethics, D.R.M.C. §2-51, et. seq. or the Charter §§1.2.8, 1.2.9, and 1.2.12.

   b. We shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. We represent that we have disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect our judgment, actions or work by placing our own interests, or the interests of any party with whom we have a contractual arrangement, in conflict with your interests. You, in your sole discretion, will determine the existence of a conflict of interest and may terminate this Agreement in the event you determine a conflict exists pursuant to the terms of Section F(2.1) of this Agreement.

6. Compliance with Applicable Laws: We will comply with all applicable laws, ordinances, orders, decrees and regulations in the performance of services under this Agreement.

7. Order of Precedence. In the event of any conflicts between the language of the Agreement and the exhibits, Statements of Work, or change orders, the language of this Agreement controls unless the parties agree, in writing, to a different order of precedence.

8. No Construction Against Drafting Party. The parties acknowledge and agree that they, and their respective legal counsel, have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

9. Legal Authority. Each party represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing the Agreement on behalf of a party represents and warrants that he/she has been fully authorized by such party to execute the Agreement on behalf of such party and to validly and legally bind the party to all of the terms, performances and provisions of the Agreement.

10. Right to Audit. Any authorized agent of yours, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of ours, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

11. Nondiscrimination. In connection with the performance of work under the Agreement, we may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. We shall insert the foregoing provision in all subcontracts.

12. 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.

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

14. No Assignment. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that your consent is not required in the event we have a change of control.

15. Force Majeure. 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.

16. 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.

17. 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. This Agreement may only be modified by a written amendment signed by an authorized representative of each party. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions thereof.

18. 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 US law.

19. 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.

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

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

22. Institutional Branding. We shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of our advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. You shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

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

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

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

(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;

(c) a party receives from a Third Party who has a right to disclose it to the receiving party; or

(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law. In the event a third party files a lawsuit to compel such disclosure, you will tender all such material to the court for judicial determination of the issue of disclosure and we agree to intervene in such lawsuit to protect and assert our claims of privilege against disclosure of such material or waive the same. We further agree to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of our intervention to protect and assert our claim of privilege against disclosure under this Section H(23)(d), including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

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

25. Governing Law. The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in a court of competent jurisdiction in Colorado, USA.

26. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. This Agreement is expressly subject to and shall not be or become effective or binding on Client until it has been fully executed by all signatories of Client, all of which required signatories are listed in the signature block for Client.

27. No Authority to Bind City. We agree we do not have any authority to bind you on any contractual matters.

28. Non-Solicitation. During the Period of Agreement and for a period of six (6) months following the project completion date, the Client will not solicit for employment or hire any Tyler employee without the express written consent of Tyler.

29. Electronic Signatures and Electronic Records. We consent to the use of electronic signatures by you. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by

you in the manner specified by you. We and you each agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. We and you each agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

30. Contract Documents. This Agreement includes the following exhibits which are hereby included in the following order behind the Agreement:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
Exhibit C	Statement of Work and Client Responsibilities
Exhibit D	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit E	Certificate of Insurance

The parties agree that Appendix F of Exhibit C (Cloud Services Technical Requirements) and Appendix G of Exhibit C (Property Tax System Requirements Consolidated) are incorporated in this Agreement by reference only. The hard copies of Appendix F and Appendix G have been redacted from the Agreement because they contain proprietary and confidential information of Tyler Technologies, Inc. Two original signed copies of Appendices F and G of Exhibit C are in the possession of the Parties.

Address for Notices:
Tyler Technologies, Inc.
4100 Miller Valentine Court
Moraine, OH 45439
Attention: Director of Implementations

Address for Notices:
Chief Information Officer
201 West Colfax Avenue, 3rd Floor
Denver, Colorado 80202

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY
ELECTRONIC SIGNATURE PAGE GENERATED BY CLIENT FOLLOWS

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By_____

_____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By_____

By_____

By_____

Contract Control Number: TECHS-201521806-00

Contractor Name: TYLER TECHNOLOGIES

By: John Baker

Name: JOHN BAKER
(please print)

Title: DIRECTOR OF INSIDE SALES
(please print)

ATTEST: [if required]

By: Gus Tenhundfeld

Name: GUS TENHUNDFELD
(please print)

Title: INSIDE SALES MANAGER
(please print)

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by Tyler Technologies, Inc. to the City and County of Denver, Colorado under your Software as a Service 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 your Software as a Service Agreement.

Your Data Storage Capacity is 4TB of storage, as set forth on the final page of this Exhibit A. Additional storage may be purchased at the rates set forth on that same page. Tyler will notify Client in a reasonable period after Client exceeds its allowable Data Storage Capacity and provide Client with the then current cost for additional storage. Client shall have a reasonable period of time to either (i) acknowledge additional data storage cost in writing to Tyler or (ii) take such actions (or authorize Tyler to take such actions) as Client deems appropriate in order to maintain its allowable Data Storage Capacity without incurring additional storage costs.

Upon Contract Signing	$203,640.00
Jul-Sept	$203,640.00
Oct-Dec	$203,640.00
Jan-Mar	$203,640.00
Year 1 SaaS Total	**$814,560.00**
Apr-Jun	$214,357.50
Jul-Sept	$214,357.50
Oct-Dec	$214,357.50
Jan-Mar	$214,357.50
Year 2 SaaS Total	**$857,430.00**
Apr-Jun	$214,357.50
Jul-Sept	$214,357.50
Oct-Dec	$214,357.50
Jan-Mar	$214,357.50
Year 3 SaaS Total	**$857,430.00**
Apr-Jun	$222,931.25
Jul-Sept	$222,931.25
Oct-Dec	$222,931.25
Jan-Mar	$222,931.25
Year 4 SaaS Total	**$891,725.00**
Apr-Jun	$231,847.50
Jul-Sept	$231,847.50
Oct-Dec	$231,847.50
Jan-Mar	$231,847.50
Year 5 SaaS Total	**$927,390.00**
Initial 5 Year SaaS Cost	**$4,348,535.00**

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This Software as a Service Agreement covers the following Tyler Software:

- iasWorld CAMA/Tax Standard
- iasWorld Inquiry & Appeals Tracking
- iasWorld Personal Property
- iasWorld Delinquent Tax Collection
- iasWorld eFiling

This Software as a Service Agreement covers implementation services, training services, data conversion services and the professional services described in the Statement of Work, **Exhibit C,** at a cost of Three Million Five Hundred Thirty-Five Thousand Dollars ($3,535,000).

Optional Additional Software

The Client can opt to include the following optional software modules for the listed annual SaaS price for a term up to twelve (12) months after the end of the initial 5 year term of this agreement. Tyler agrees to work with the Client to identify the cost of the implementation services necessary to implement the optional software.

- iasWorld Field Mobile $15,140
- iasWorld Public Access $20,595
- iasWorld Analyze $14,110

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Invoicing and Payment Policy

Tyler Technologies, Inc. will provide you with the products and services set forth in the Investment Summary of your Software as a Service Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Software as a Service Agreement.

Invoicing: We will invoice you for the applicable products and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in your Software as a Service Agreement.

1. SaaS Fees. SaaS Fees are invoiced on a quarterly basis beginning on the first day of the month immediately following the Effective Date. Your quarterly SaaS Fees for the initial term of your Software as a Service Agreement, as described in Section F(1) are as follows:
   1.1 Year One Quarterly SaaS Fees of $203,640 for an annual SaaS Fee of $814,560;
   1.2 Year Two Quarterly SaaS Fees of $214,357.50 for an annual SaaS Fee of $857,430;
   1.3 Year Three Quarterly SaaS Fees of $214,357.50 for an annual SaaS Fee of $857,430;
   1.4 Year Four Quarterly SaaS Fees of $222,931.25 for an annual SaaS Fee of $891,725;
   1.5 Year Five Quarterly SaaS Fees of $231,847.50 for an annual SaaS Fee of $927,390.

   Subsequent annual SaaS Fees are invoiced every three (3) months in advance, beginning on the anniversary of the initial invoice date.

2. Other Professional Services.

   2.1 *SOW Implementation and Other Professional Services*: Implementation services, training services, data conversion services and all other professional services described in the Statement of Work, **Exhibit C**, are Three Million Five Hundred Thirty-Five Thousand Dollars ($3,535,000) and are invoiced on a milestone basis as described in **Exhibit C**.

   2.2 *Training Services*: Training services, if any, outside the scope of **Exhibit C** are invoiced in weekly increments as performed.

   2.5 *Other Professional Services*: Other professional services (excluding training), if any, outside the scope of **Exhibit C**, are billed as delivered.

3. Third Party Hardware. Third Party Hardware costs are invoiced upon delivery.

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Payment. Payment for invoices shall be made pursuant to your Prompt Payment Ordinance. 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

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Tyler Technologies
iasWorld Implementation
for
City & County of Denver

Statement of Work

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Document Revision History

Version	Editor	Date	Summary
1.0	Marian Lyons	09/16/14	Initial Draft shared for comment.
1.1	Marian Lyons	09/23/14	Updated with comments from Project Team, Stakeholders & Sponsors.
1.2	Marian Lyons	09/30/14	Updated with feedback regarding Elderly & Disabled Administration data.
1.3	Marian Lyons	10/01/14	Update following conference call with Tyler and reviewer comments.
1.4	Marian Lyons	10/09/14	Update following sub-team reviews and comments.
1.5	Marian Lyons	10/15/14	Minor updates per feedback; fix formatting.
1.6	Marian Lyons	10/20/14	Updated to add Cloud Services Technical Requirements, Property Tax System Requirements Consolidated and "As Is" Context Diagram to the Appendix.
1.7	Marian Lyons	11/26/14	Updated with feedback from City Attorney's Office. Includes comment feedback to Tyler 20141110.
1.8	Marian Lyons	01/07/15	Updated for Software as a Server (SaaS) language. Included feedback from Chris Binnicker, Deputy CIO CCD and Cindy Zec, IT Director - Enterprise Applications
1.9	Marian Lyons	01/27/15	Remove optional modules. Updated Milestone Payment Plan and Deliverables Sections.
1.10	Marian Lyons	02/23/15	Update to timeline language. Accept changes from Tyler regarding on-site.
1.11	Marian Lyons	03/23/15	Corrected typos. Acceptance language consistent with body of the SaaS Agreement.
1.12	Marian Lyons	03/31/15	Update SOW per Andrea Fravert's (Tyler) request due to acceptance language & definition of Defect. Finalize for signatures.

Statement of Work

1. Introduction

City and County of Denver (CCD) has selected Tyler Technologies' iasWorld solution as replacement software for its legacy mainframe applications supporting the assessment, billing, collection and distribution of real and personal property taxes. Integrated Assessment System (iasWorld) is a Commercial off the Shelf (COTS) application which leverages modern web-based technologies. iasWorld is a robust system that is currently in use by jurisdictions in 26 U.S. states and can meet the requirements of Colorado and Denver law(s).

CCD is entering into an agreement with Tyler Technologies (Tyler) to procure iasWorld as Software as a Service (SaaS). CCD will pay an annual subscription fee to Tyler for use and support (Service Level Agreement). iasWorld software will be installed on Tyler hardware in a Tyler data center. iasWorld will be accessed by CCD resources via an internet browser session.

The purpose of this Statement of Work (SOW) is to engage Tyler Professional Services for the implementation of the iasWorld solution including software configuration, data conversions, integrations, design and development of CCD required customizations, design and development of CCD specific reports, testing, training and "Go-Live."

This SOW is a fixed fee agreement between Tyler and CCD with fees to be paid at set milestones as defined in Section 17, Fees & Payment Schedule.

This Exhibit C, Statement of Work, is attached to the SaaS Agreement between Tyler and CCD. Noted below are the iasWorld modules that will be included in the SaaS implementation. (See Appendix E for more detailed product descriptions.)

Module Name	Business Functionality Overview
iasWorld CAMA / Tax Standard Solution	• Assessment administration • Assessment roll • Extending, adjusting, payment collection and distribution of property taxes • Maintains property characteristics • Supports three (3) approaches to value cost, sales comparison, and income
iasWorld Inquiry & Appeals Tracking	• Manages appeals process
iasWorld Personal Property	• Assessment, receipt and processing of Personal Property taxes
iasWorld Delinquent Tax Collection	• Management of delinquent accounts
iasWorld eFiling	• Facilitates electronic filing for defined property related forms

Table 1 iasWorld Modules to be implemented to support CCD.

1.1. Acronyms and Terms

Acronym	Definition
CAMA	Computer Assisted Mass Appraisal system. CCD legacy mainframe application that is the valuation system used by the Assessor's Office.
CCB	Change Control Board. Governance for Change Control Process for the duration of the SOW.
CCD	City & County of Denver
CORE	**C**AMA **O**ASIS **R**eplacement **E**ndeavor – CCD name for the project to implement iasWorld
COTS	Custom Off the Shelf
CTD	Certificate of Taxes Due
DOF	Department of Finance; e.g., Assessment, Controller's and Treasurer's Offices
ESB	Enterprise Service Bus

GA	General Availability; software released for purchase or upgrade
L&P	Load & Performance Testing
LOE	Level of Effort; estimated work effort to complete a task or deliverable
OASIS	Online Assessment Statistical Information System. CCD legacy mainframe application which supports personal property valuation, appeals, records, permits and exemptions for the Assessor's Office. It supports the assessment, billing, collection and distribution of personal and real property taxes. It supports billing and tax accounting for the DOF.
PMO	CCD Technology Services Project Management Office
QA	Quality Assurance
SaaS	Software as a Service; subscription based software procurement (vs. license)
SME	Subject Matter Expert
SOA	Service Oriented Architecture
SOW	Statement of Work
TS	Technologies Services; CCD shared services supporting IT functions
Tyler	Tyler Technologies, Inc.
UAT	User Acceptance Testing a/k/a Business User Acceptance Testing
WBS	Work Breakdown Structure; detailed breakdown of tasks required to complete a project or phase of a project.

Table 2 Acronyms

Term	Definition
"AS IS"	Current State: how processes or systems currently function at CCD relative to personal and real property taxes.
CORE Project Team	Resources assigned to the CORE Project; working committee. Members of the Project Team represent their respective agency/department. As required, members of the CORE Project team will consult with and engage others in their agency.
Executive Steering Committee	As Executive Leaders provide holistic/strategic perspective, direction and support for the project. The team includes members from CCD as well as Tyler. The team has budget influence and will facilitate resource prioritization. The Executive Steering Committee is the ultimate decision maker as conflicts arise. They are members of the CCB and must approve all changes in scope.
"Go-Live"	iasWorld solution is in use in production by CCD and is the system of record for the assessment, billing, collection and distribution of personal and real property taxes.
iasWorld	Integrated Assessment System - a Tyler Technologies developed software solution for real and personal property tax administration.
Functional Testing	This level of testing will ensure that the entire system functions in accordance with the agreed to specifications and requirements. This testing is of completed changes as well as base functionality to confirm/validate that the system (and CCD specific changes) works as expected and supports everyday tasks.
L&P Testing	This test is designed to simulate load on the system to determine if, as built and configured, the application will perform as expected; e.g., response to user input to screens within X duration, navigation between fields or screens occurs within Y duration.
Mock Conversion	Practice data conversions. Mock conversions are dress rehearsals for the final production data conversion.
Project	The implementation of iasWorld for CCD including the data conversions from legacy applications supporting the assessment, billing and collection of real and personal property taxes will be executed as a Project. This SOW is the engagement of Tyler Technologies Professional Services to support the project. The duration of the SOW is the duration of the project.
Stakeholder	Project stakeholders have a vested interest in the outcome of project delivery. Stakeholders are people in leadership roles whose teams/department/agency will be impacted by the project and/or will participate in the project. Stakeholders will be engaged in regular Steering Committee and Change Control Board meetings.
System Testing	This level of testing is sometimes called end-to-end testing. Test scenarios simulate the normal business/operational cycle from start to finish.
"TO BE"	Future State; how processes or systems will work with "Go-Live" for iasWorld.
Unit Testing	Testing performed by the developer as part of the software development process. The developer tests his/her code against a unit test plan confirming functionality is being delivered per the Business Requirements and subsequent Technical Specification.

User Acceptance Testing	Business/User Acceptance Testing is the final testing and approval/sign-off for "Go-Live".

Table 3 Terms & Definitions

2. Term

The term of this SOW is defined as the duration of the Project to convert CCD from its legacy applications supporting the assessment, billing, and collection of real and personal property taxes to the iasWorld solution.

3. Timeline

It is estimated that the conversion from the legacy applications and implementation of iasWorld at CCD is a multi-year project. Below is an estimated timeline for the key phases. Actual start date will be determined when the Saas Agreement and this SOW are fully executed. Subsequent milestones will be determined when the detailed project plan and schedule are developed as part of the project initiating and planning activities. The "Go-Live" date will be determined based on the delivery of business requirements defined in this SOW and critical business cycle processes; e.g. Assessment Revaluation. Tyler will work with CCD to produce a project plan and timeline that both parties can agree to during the initial project planning phase. Current planning for implementation consists of both Assessment and Tax going live on iasWorld simultaneously. Tyler will work closely with CCD to determine the necessary functionality needed in place to support the "Go-Live". Any non-critical reports or interfaces that might be delivered post "Go-Live" but are included in the original scope of work, are included in the fixed cost. CCD must agree/approve any items that are to be deferred to post "Go-Live" and the expected delivery date.

While refinement of the schedule will occur throughout the project life-cycle, the project plan will be the primary tool used by the Project Managers to measure progress towards achievement of the project milestones and ultimately, the production "Go-Live" date.

Estimated Schedule

Estimated Start Date:
Mid-March, 2015
Estimated Initiation & Planning Complete:
Mid-June, 2015
Estimated Requirements Analysis & Design Complete:
Mid-September, 2015
Estimated Construction/Build Complete:
(Includes configuration & data conversion)
April, 2016
Estimated Testing Compete:
(Includes all phases EXCEPT developer unit testing)
August/September, 2016
Estimated Implementation & Post Production Support Complete
Agency Training August/September, 2016
Go-Live End-Sept, 2016
90 days Post Production Support 12/31/2016

4. Scope of Work

The scope of work includes establishing CCD's SaaS environments (test, training, reporting and production) and configuration of Tyler's iasWorld software as well as Professional and Implementation Services.

Professional and Implementation Services provided by Tyler are targeted to enable CCD to "Go-Live" on the iasWorld solution and retire the legacy applications. Following are the fundamental in-scope items included in this SOW.

- Collaborative Project Planning and Project Management.
- Tenant/Environment Build for CCD in Tyler's data center facilities per the SaaS Agreement.
- Completion of Fit/Gap Analysis with documented Solution Concepts for all identified requirement gaps.
- Documented Requirements Traceability Matrix.
- Documented Configuration/Set Up within iasWorld supporting CCD with a cross-reference to those items intended to achieve specific requirements.
- Documented Changes in Business Processes due to how the iasWorld solution is designed to function.
- Documented Business Requirements for all iasWorld product changes to meet CCD requirements.
- Documented Functional/Technical Specifications for development work to be performed by Tyler to meet CCD requirements - product changes, data conversions, data extractions, integrations and reporting.
- Development and unit testing for all changes specific to CCD requirements.
- Development and support required for CCD integrations – internal and external – with iasWorld supporting the assessment, billing, collection and distribution of personal and real property taxes.
- Data mapping from legacy CCD applications to iasWorld for data conversions.
- Programming of data conversion scripts to extract data from legacy CCD applications, cleansing and/or transformation of data per requirements and loading of data into iasWorld for certification by CCD.
- Programming of data extraction scripts to export data from OASIS supporting the administration of the Elderly and Disabled Payment Program per documented requirements.
- Development and unit testing of CCD specific reports that do not exist in the base/standard iasWorld catalog including, but not limited, to those mandated by statute or law.
- Support for all phases of CCD testing and traceability back to requirements including assistance with test scenario development.
- Performance Load and Stress Testing; CCD to collaborate with Tyler in planning this testing.
- Training on the iasWorld solution for the Project Team early in the project life-cycle as well as Administrative, Operational and additional Agency training prior to "Go-Live".
- Product documentation which includes the base iasWorld solution and all changes made to support CCD functionality.
- Maintenance patching and Upgrade of iasWorld during the SOW/project life-cycle supporting CCD's ability to "Go-Live" on the most current version (GA) of the product.
- Legislated changes that arise prior to "Go-Live" are out of scope and will be handled in accordance with the Support Call process and the 80 hours, by State, provided therein. Any legislative change that affects the project schedule or total compensation will follow the Change Control Process defined Section 13 and in Appendix A, Change Control Process.
- "Go-Live"/Production Support.
- Post Production Support per the Warranty period of 90 days included in this SOW.

5. Out of Scope

This SOW is written to include in-scope work required for CCD to "Go-Live" on the iasWorld platform. Below are tasks that are specifically out of scope for this SOW.

- Decommissioning of existing legacy applications. CCD will define and determine appropriate timing for these activities post "Go-Live." At a minimum, the legacy applications will be put into "READ ONLY" mode with the "Go-Live" of iasWorld.
- Maintenance and Support after the Post-Production Warranty period has expired. Note: Support Transition is part of the Implementation & Support Phase included in this SOW. Support for CCD will be transitioned to Tyler's standard Help Desk team per the Service Level Agreement.
- Integration to the CCD data warehouse and Business Intelligence/Analytics Reporting leveraging data residing in that repository.

6. Requirements

In the process of selecting Tyler's iasWorld solution, CCD documented their requirements which Tyler has reviewed. High-level requirements are summarized Tables 4, 5, and 6 below. During the Fit/Gap Analysis process and documenting the Requirements Traceability Matrix, Tyler will demonstrate, when possible, each requirement not requiring customization as well as record how each requirement will be achieved. Additionally, Tyler will identify product specific capabilities which may provide viable solutions to requirements and avoid customization.

Subsequent to Acceptance Approval for the Requirements Traceability Matrix and the Fit/Gap Analysis, all changes – additions and deletions - will follow the Change Control Process per Section 13 and Appendix A of this document. (Note: Change Control is the process to capture changes in requirements.)

6.1. High-Level Business Requirements

BR #	Business/Functional Requirement Description
1	Ability to create and maintain a record of a property
2	Ability to create and adjust the valuation and assessment of properties
3	Ability to create, finalize and modify a tax roll
4	Ability to levy taxes and assessments upon properties and charge fees to parcels
5	Ability to generate statements/bills
6	Ability to identify delinquent parcels
7	Ability to maintain a record of collections
8	Ability to create and manage receivables and liabilities
9	Ability to record the redemption/release of liens
10	Ability to manage tax liens
11	Ability to generate Certificate of Taxes Due (CTD) for any parcels
12	Ability to process deed applications
13	Ability to designate, manage and account for the distribution of collections
14	Ability to maintain copies of supplemental documents
15	Ability to create system-generated reports per Colorado State Statute
16	Ability to integrate/interface (to and from iasWorld) with other systems/applications that support CCD's ability to assess, collect and distribute real and personal property taxes.
17	Ability to integrate/interface (to and from iasWorld) with external vendors/solutions that support CCD's ability to assess collect and distribute real and personal property taxes.
18	Data Conversion from legacy CCD applications into iasWorld.
19	Data extraction from OASIS supporting administration of the Elderly & Disabled Program

Table 4 High-Level Business Requirements

Reference Appendix G - Property Tax System Requirement Consolidated for detailed business requirements.

6.2. High-Level Technical Requirements

TR#	Technical Requirement Description
1	Scalability and Extensibility – System is scalable and adaptable to meet future growth and expansion needs.
2	Integrations and Interfaces – Easily integrates with other applications. Supports SOA integrations via accepted standards such as Web Services. Integrates with eMail – for both internal and external communications/notification.
3	Usability – User Interface
4	Security – Integration with Oracle IDM, Federated Single Sign-On; configurable role based, field level security. Audit reporting.
5	Performance – Transactional response time; reports & batch processing metrics
6	Availability – Maintenance & Support; SLA
7	Capacity – Ability to support as many as 200 number of concurrent users without performance degradation or impact

Table 5 High-Level Technical Requirements

Refer to Appendix G - Property Tax System Requirement Consolidated for detailed technical requirements.

6.3. High-Level Nonfunctional Requirements

NF#	Nonfunctional Requirement Description
1	Cloud Security Alliance Cloud Controls - Application and Interface Security
2	Cloud Security Alliance Cloud Controls - Audit Assurance and Compliance
3	Cloud Security Alliance Cloud Controls - Business Continuity Management and Operational Resilience
4	Cloud Security Alliance Cloud Controls - Change Control and Configuration Management
5	Cloud Security Alliance Cloud Controls - Data Security and Information Management Lifecycle Management
6	Cloud Security Alliance Cloud Controls - Datacenter Security
7	Cloud Security Alliance Cloud Controls - Encryption and Key Management
8	Cloud Security Alliance Cloud Controls - Governance and Risk Management
9	Cloud Security Alliance Cloud Controls - Vendor Human Resources
10	Cloud Security Alliance Cloud Controls - Identity and Access Management
11	Cloud Security Alliance Cloud Controls - Infrastructure and Virtualization Security
12	Cloud Security Alliance Cloud Controls - Interoperability and Portability
13	Cloud Security Alliance Cloud Controls - Mobile Security
14	Cloud Security Alliance Cloud Controls - Security Incident and Management, e-Discovery and Cloud Forensics
15	Cloud Security Alliance Cloud Controls - Supply Chain Management, Transparency and Accountability
16	Cloud Security Alliance Cloud Controls - Threat and Vulnerability Management
17	City and County of Denver Controls – End-User Device Compatibility
18	City and County of Denver Controls – Statement of Network Impact
19	City and County of Denver Controls – Web Usability and Accessibility
20	City and County of Denver Controls – Systems Integration
21	City and County of Denver Controls – Disclosure of Datacenter Location(s)

Table 6 High-Level Nonfunctional Requirements

Refer to Appendix F - Cloud Service Technical Requirements for detailed technical and security requirements.

6.4. High-Level Integration Requirements

With the implementation of iasWorld, numerous existing CCD integrations will need to be re-factored. An "AS IS" Context Diagram is attached as Appendix H to capture the existing integrations to be addressed as part of this SOW in addition to any new or enhanced integrations that may be included in the in the requirements attached as Appendix G.

CCD integrations include both inbound and outbound data feeds. It will be a collaborative effort between CCD and Tyler to update the integrations with the implementation of iasWorld. It is CCD's intent to improve upon, streamline and potentially redesign integrations. It is CCD's preference to the leverage its Enterprise Service Bus (ESB) and design Service-Oriented Architecture (SOA) integration solutions and/or web services where it makes sense to do so.

The premise of the work included in the SOW is that Tyler resources will address all interaction(s) with iasWorld and CCD resources will address interaction(s) with non-iasWorld systems.

CCD requires the ability batch export and import data in addition to defined integrations.

6.5. High-Level Data Conversion Requirements

Included in this SOW are the historical data conversions from the legacy CCD applications - CAMA, OASIS and LANDISC. With CCD's participation, Tyler will lead the efforts for data mapping as well as perform the development and execution of data conversion scripts that can be run in a repeatable fashion. Tyler will be responsible for exporting data from CCD legacy applications and importing this data into iasWorld. Tyler will document its Conversion Plan and the Conversion Process Steps as deliverables to be approved by CCD. CCD will be responsible for validating the accuracy of data conversions from a business and data perspective.

It is anticipated that the data conversion development will be an iterative process with subsets of data to be converted and validated in advance of full mock conversion tests. Tyler will perform no less than three (3) mock conversion tests (from each of the legacy applications) prior to the final conversion for "Go-Live." The purpose of the mock conversions is to ensure accuracy of the process, capture timings for steps of the process, and to provide confidence to CCD and Tyler that the data conversion is accurate and correct. CCD's acceptance criteria for each data conversion are captured in Section 12 Deliverables. Additional mock conversions may be required if the acceptance criteria is not achieved.

Opportunities for data cleansing or improved data quality may be identified during the iterative testing process. CCD will work with Tyler SME's to determine the rules/requirements that should be applied. All data transformations will be captured in the data mapping specification documentation for historical and audit purposes.

6.6. High-Level Data Extraction Requirements

Included in this SOW is the historical data extraction from OASIS to support the City of Denver's Elderly and Disabled Payment Program. Tyler will be responsible for developing a repeatable process to export the data supporting the administration of the program. CCD will document the extraction requirements and will be responsible for validating the accuracy from a business and data perspective. The Requirements Traceability and Fit/Gap activities will facilitate a final decision as to where this historical data is best housed. If administration of the program is to be accommodated in iasWorld, with CCD participation, Tyler resources will lead the data mapping efforts. Tyler resources will be responsible for importing the data into iasWorld.

6.7. High-Level Testing Requirements

Tyler will be responsible for unit testing all software related deliverables in advance of any testing to be performed by CCD resources.

CCD will require Tyler's support through the all testing phases – functional, system and UAT. Support shall include development of a test plans and test case scenarios which will validate that CCD requirements (traceability) have been met. CCD will require Tyler support in documenting detailed steps for test case execution. Tyler resources will provide support for Defect resolution throughout CCD testing.

UAT will be conducted in an environment that mirrors production "Go-Live." This means all modifications and configurations have been delivered and are working as expected. The underlying data for UAT shall be CCD's and there are no outstanding Defects (Blocking, Severity 1, or Severity. 2 as defined in Appendix B) from prior testing cycles. Tyler resources will lead UAT. Tyler resources will be on-site and available for questions and guidance; e.g., business process throughout UAT.

CCD will expect Tyler to provide guidance regarding "Best Practices" to data conversion testing and controls; e.g., totals that should balance exactly, validation required field by field for a subset or sample of data and the validation of user-defined data. Data Conversion testing is likely to be iterative as subsets are converted. Mock conversions will provide opportunity for both CCD and Tyler to "practice" and hone processes for the final conversion and certification.

Tyler conducts Load and Performance testing as part of its normal testing for major releases of iasWorld. If during the course of the project, CCD wishes to perform performance testing on-site, Tyler will loan CCD equipment from Riverbed to evaluate traffic and performance over CCD's network.

6.8. High-Level Training Requirements

Tyler will provide 100% of the training for CCD resources. All Tyler training will be conducted on-site. Tyler will conduct training for the Project Team as soon as possible after the Project Kick-off. Subsequent training for Agency personnel will be conducted closer to "Go-Live" and/or as project testing efforts may require. During the Initiation and Planning Phase, Tyler will develop a Training Plan which will include a training matrix identifying the course content and target audience. CCD resources will commit to participation in the appropriate training. Training will take into account CCD's Business Processes to facilitate participants' understanding of how to perform their job functions using the iasWorld solution.

CCD may record training for future use after the implementation project is complete; for example: staffing turnover.

7. Resources

Both Tyler and CCD will assign sufficient resources to the project to ensure timely completion of respective project responsibilities. During the Initiating and Planning Phase, both Tyler and CCD will create Project Resource Plans. To set expectations, Tables 7 and 8 capture the high-level estimated resource requirements.

Tyler shall assign a core set of resources including it Project Manager and Technical/Functional Analysts for the duration of the engagement with CCD. These resources assigned to the CCD implementation will stay engaged and allocated for the duration of the project. This will ensure continuity and that training will be specific to CCD configurations, modifications and business processes.

7.1. CCD - Resource Estimates

Role	Description of Key Responsibilities	Estimated Involvement
Project Sponsor(s)	• Accountability for project success. • Provide direction and decisions as requested. • Assist with prioritization as required. • Active participant in Steering Committee and CCB meetings.	2 resources ~ 10% Steering Committee Change Control Board

Project Stakeholder(s)	• Have a vested interest in the outcome of project delivery due direct impact to their respective team/department/agency. • Provide feedback and support towards overall project success. • Active participant in Steering Committee and CCB meetings.	5 resources ~ 10% Steering Committee Change Control Board
Project Manager	• Lead PM for the project; will collaborate closely with the Tyler PM for defined deliverables and overall planning, scheduling and project coordination. • Management of defined project deliverables assigned to CCD. • First point of escalation for Project team. • Work with Agency Leads to identify resources, tasks and associated deliverables. • Conduct Project Team, Steering Committee and CCB meetings. • Responsible for project status communications.	1 resource - 100%
Enterprise Architecture/ Solutions Architect	• Provides technical leadership and guidance to CCD resources supporting re-factoring of integrations and data conversion. • Provides technical oversight and guidance to Tyler as required. • Provides technical architectural oversight for both CCD and Tyler which might impact TS's ability to support agency operations.	1-2 resources ~ 50-75% (variable depending on project phase) CORE Project Team Meetings
Agency Leads/Analysts/SME's	• Provide leadership and representation for the agencies. • Participate in all prescribed iasWorld training. • Facilitate decision making for open questions that impact the area each is representing. • Engagement in requirements gathering for data conversion mapping, configuration, customizations, integrations, report development and the like as needed. • Development of test plans and validation of test results – functional, system and UAT. • Data Conversion Validations/certifications. • Facilitate communication for the agency each is representing such that throughout CCD, people are appropriately aware of the project, its status and timelines. • Collaborate with CCD Project Manager to identify appropriate resources, agency consultants and the like to gain correct input on requirements, data conversion mapping as well as testing, training and other tasks as defined. • Participate in functional and system testing. • Participate in UAT.	4–6 resources 75–100% CORE Project Team Meetings

TS Leads/Analysts	• Engage in the project as TS representatives. • Analysis and documentation of "AS IS" process & integrations. • Participate in all prescribed iasWorld training. • Engage requirements gathering for data conversion mapping, customizations, integrations, report development and the like as needed. • Participate in the development of test plans and validation of test results – integration, system and data conversions. • Participation in testing – integration, system, UAT and data conversions.	2-4 resources 75–100% CORE Project Team Meetings
TS Development Staff	• Engage in the project as TS representatives. • Participate in all prescribed iasWorld training. • Development and unit testing for re-factored integrations. • Support testing for re-factored integrations through UAT. • CCD Change Management as required.	2-4 resources 100% CORE Project Team Meetings
TS Operations Staff	• Engage in the project as TS representatives. • As required, support Tyler or CCD staff with respect to OASIS, CAMA and "AS IS" and "TO BE" integrations and data conversion. • CCD Change Management as required.	4-6 resources each 10-15% as needed.

Table 7 Estimated CCD Resources

7.2. Tyler – Resources

Role	Description of Key Responsibilities	Estimated Involvement
Project Executive	• Oversees the project's progress/direction and works with the Project Manager to ensure efficiency, consistency and quality in delivery by Tyler. • Actively participates in a project director/ executive role. • Meets with CCD Executives monthly or upon request throughout the duration of the project. • The Project Executive is a Project Stakeholder. • Engagement Manager/Account Executive who will represent Tyler on the Executive Steering Committee and CCB.	1 resource ~10% Steering Committee Change Control Board (CCB)
Project Manager	• Will collaborate closely with the CCD PM for defined deliverables, project planning, scheduling and coordination. • Management of defined project deliverables assigned to Tyler. • First point of escalation for Project team. • Work internally at Tyler to procure resources to execute project tasks assigned to Tyler, coordinate scheduling, and task assignments. • Day to day management of Tyler resources. • Conduit to Tyler Development Unit. • Participate in Project Team, Steering Committee and CCB meetings.	1 resource - 100% CORE Project Team Meetings Steering Committee Meetings CCB Meetings

DBA / Technical Engineer	• For all environments: o Database set up o Base install, set up & configuration of software (iasWorld) o Documentation of environment • Tenant Environment build out – servers, storage, etc. – for all environments. • Documentation: Architectural Diagrams.	1–2 resources ~ 10–15%; variable during different phases of the project Resources are not directly assigned to the project but are pulled from a pool as needed.
Solutions Architect	• Provide input and sign off into the architectural solution designs for iasWorld development. • Reviews Functional/Technical Specifications for iasWorld development. • Conducts technical reviews/walk-thrus with Tyler Technical staff as appropriate. • Ensure proposed and delivered solution are supportable by Tyler on-going.	Tyler has an iasWorld Solutions Architect and Product Managers that fill these roles; however, they are not assigned to a specific project.
Technical/Functional Analyst(s)	• Requirements Traceability Matrix. • Fit/Gap Analysis. • Prepare Solution Concept Designs for identified gaps. • Requirements Documents. • Data Conversion Mapping. • Supports testing and QA efforts throughout the project life-cycle. • Certification of base installation. • Create Functional/Technical Specifications. • Implements and documents configuration changes supporting CCD requirements. • Collaborates with CCD resources to document changes in business processes required to leverage the iasWorld solution. • Supports testing and QA efforts throughout the project life-cycle. • Delivery of CORE Project Team Training • Delivery of Agency Training for "Go-Live" • Prepares Training Agenda, Materials, etc.	5 resources 100%
Data Conversion Developer(s)	• Development & unit testing of data conversion scripts per documented requirements. • Supports incremental data conversions in advance of schedule mock (full data) conversions. • Support Defect resolution throughout the project life-cycle.	2 resources 50% Tyler will add resources to complete the data conversion according to the project schedule.
iasWorld Developer(s)	• Provides LOE for changes to the base iasWorld solution supporting CCD requirements. • Develop and unit testing of changes to base iasWorld per Functional/Technical Specification. • Support Defect resolution throughout the project life-cycle.	All iasWorld custom development will be performed by the Tyler Centralized Development Team. Variable; will depend on outcome of Fit/Gap Analysis
Integrations Developer(s)	• Development and unit testing for identified CCD integrations (in and out) between iasWorld and other CCD applications – internal and external. • Support Defect resolution throughout the project life-cycle.	2 resources 25% If required, Tyler will add additional resources to complete all integrations in scope as part of the fixed fee engagement according to the project schedule.

Report Developer(s)	• Development and unit testing of new reports identified to meet CCD requirements. • Support Defect resolution throughout the project life-cycle.	2 resources 25% Variable; will depend on outcome of Fit/Gap Analysis. Reports often cannot be completed until specific configuration or development is complete. This may cause some reports to be deferred to post "Go-Live". CCD will be required to approve/agree to any reports that won't be available at "Go-Live."
Post Production Support SOW Warranty Period	• Dedicated resources for the post-production Warranty Period (90 days)	4-6 resources; Variable depending on needs; may include Techno/Functional Analysts to assist agency users with operational issues and/or technical/developer resources for system issues.

Table 8 Estimated Tyler Resources

8. Assumptions & Obligations

8.1. CCD

- CCD will have the right to request new resources from Tyler should CCD deem assigned personnel is not a good fit for the project. CCD will provide Tyler with written notice of an employee deemed not a good fit for the project. Tyler will have thirty (30) days to remedy the situation. Should the employee still be deemed not a good fit, CCD can then request removal of the employee from the project. Tyler will use reasonable efforts, consistent with industry standards, to replace the employee as requested.
- CCD will make available appropriate personnel resources where possible - business users and technical – as identified by the project plan.
- CCD will assign additional resources (agency consultants) as needed for project success.
- CCD personnel will attend applicable training based on Tyler's recommendations and as documented in the Training Plan.
- CCD will provide Tyler resources with:
    - Facility access as required when on-site;
    - Suitable work space when on-site;
    - Remote (VPN) access to legacy systems;
    - "READ" access to legacy systems for the purposes of analysis and data conversion.

8.2. Tyler

- Tyler will assign a core/dedicated set of resources (project manager, analysts and technical) for the duration of the project who are well versed in the iasWorld product and the business functions it supports; e.g., assessment, billing, taxation, etc.
- Tyler will assign sufficient resources to the project to ensure project remains on schedule.
- Tyler resource assignments will include both technical and functional members to support the implementation and configuration of iasWorld, development of changes/customizations, and the development of required reports, the data conversion from legacy applications, development of integrations to and from iasWorld, testing support and training.
- Tyler will make the changes in resources as immediate as possible, if CCD makes such a request.

- Tyler work will be performed both on and off-site; however CCD expects strategic on-site engagement by the Tyler Team as is outlined in Section 9, Tyler Resource On-Site Commitment.
- When working off-site, Tyler will leverage web conferencing or other similar technologies as needed to keep open and clear communications and avoid holding up project/deliverable progress.
- For the duration of the project, Tyler will follow industry standard "Best Practices" for source code management including source code "check in" at least daily for all integrations, custom development, report development, conversion activities and configuration related work.

9. Tyler Resource On-site Commitment

Tyler team will perform work both on-site and off-site. Outlined below are the minimum on-site requirements CCD requires.

Phase	Key Activities/ Deliverables	Resource Type(s)	Minimum On-Site
Initiation & Planning	• Project Kick-Off • Planning activities & associated documents • Project Charter • Project Schedule • Project Plan (WBS)	Project Executive Project Manager Techno/Functional Analysts Data Conversions, Integrations and Reporting Developers	• Kick-Off Tyler Resources On-site: Project Executive, Project Manager and other key positions assigned for the duration of the project; e.g., Techno/Functional Analyst. • For the planning phase: Project Manager and Techno/Functional Analysts 50% on-site
Requirements Analysis & Design	• Delivery of working version of iasWorld • Project Team Training, • Fit/Gap Analysis, • Requirements Traceability • Data Conversion Requirements • Data Conversion mapping • Integrations Requirements • Reporting Requirements • Customizations Analysis	Project Manager Techno/Functional Analysts Developers for Data Conversion, Integrations, Reporting, Customizations	• Project Manager 50% on-site • Project Team Training - 100% on-site • Fit/Gap Analysis - 50% on-site • Requirements Traceability Matrix – 50% on-site • Conversion Data Mapping – Technical Analysts 50% on-site
Construction/ Build	• iasWorld Configuration for CCD • Data Conversion(s) o incremental & full mock scripts • Integration Development • Re-factor Development • iasWorld Customization Dev • Report Development	Project Manager Techno/Functional Analysts Data Conversion Developers Integrations Developers Reporting Developers Customization Developers	• Project Manager 50% on-site • Technical Analysts 50% • iasWorld Configuration for CCD 25% on-site • Data Conversion scripting 25% on-site • Integration Development 25% on-site • Report Development 25% on-site

Testing	• Testing traceability matrix documentation • Incremental data conversion testing • Mock Conversions • Integration Testing • System Testing • UAT Testing • Defect Resolution • Training for CCD testers	Project Manager Techno/Functional Analysts Data Conversion Developers Integrations Developers Reporting Developers Customization Developers	Project Manager 50% on-site Techno/Functional Analysts 50% on-site Training 100% on-site Data Conversion Developers 50% on-site Integrations Analysts 50% on-site Reporting Analysts 50% on-site Full Mock Conversions 100% on-site with each execution & validation UAT Testing 100% on-site for the duration for support.
Implementation & Support	• Agency and "Go-Live" Training • "Go-Live" • Post production "Go-Live warranty period (90 days) • Documentation	Project Manager Trainers Techno/Functional Analysts Data Conversion Developers Integrations Developers Reporting Developers Customization Developers	Project Executive 100% on-site week of "Go-Live" Project Manager 80 % on-site; week of "Go-Live" plus the following three weeks (16 days total.) Techno/Functional Analysts 2 weeks prior and 4 weeks post "Go-Live" – 80% on-site. Training 100% on-site Techno/Functional Analysts – 50% on-site duration of implementation & Support period.

Table 9 Minimum Tyler On-Site Requirements

10. Service Sites

Services contracted under this SOW may be performed remotely and/or at the CCD's on-site facilities as deemed appropriate and reasonable for the successful completion of the Services detailed herein.

Below is the primary location which will benefit from the services covered under this SOW.

Work Location: Wellington E. Webb Municipal Building
201 W. Colfax Avenue
Denver, CO 80202

11. Project Management

The implementation of the iasWorld solution will require significant partnership between Tyler and CCD. The Executive Steering Committee – with participation from both CCD and Tyler – will be engaged to provide project support and oversight as well as governance.

CCD and Tyler will each define and document a detailed Resource/Staffing plan during the Project Initiation & Planning.

CCD and Tyler shall each designate a Project Manager who will work collaboratively towards the success of the project. The CCD Project Manager will be the Lead Project Manager for the project.

The CCD and Tyler Project Managers are each responsible for coordinating and directing work activities for their respective resources. The Project Managers are the first point of escalation for the Project Team.

The Project Managers are responsible for risk management and associated mitigation strategies. The Project Managers are responsible for developing and executing an appropriate communication plan to keep CCD and Tyler Stakeholders informed regarding project status throughout the project life-cycle. The Project Managers will facilitate the Change Control Process as required.

Key responsibilities for the CCD Project Manager include, but are not limited to, the following items:

- Conducting Project Kick-off.
- In coordination with the Tyler Project Manager, creating artifacts required to satisfy CCD's documentation, reporting and oversight requirements; e.g., Project Charter, Project Management Plan, Change Management Plan, Communication Plan, Project Budget, Issues and Risk Register, Test Plan(s), Production Deployment Plan, Lessons Learned and Project Closure Report, etc.
- Developing a detailed project plan (WBS) with input from Tyler, including named resources.
- Timely delivery of items identified as CCD tasks within this SOW and/or the project plan.
- Ensuring that CCD required customizations includes the full specification of the changes required.
- Ensuring that all CCD team members have a clear understanding of their responsibilities to the project.
- Monitoring the progress of the project and advising of jeopardy to its on-time completion.
- Conducting regular (at least weekly) Project Team meetings.
- With input from Tyler, providing a regular (at least weekly) project status report to Project Sponsors, Stakeholders, and Project Team.
- Conducting regular Executive Steering Committee (Stakeholder) meetings.
- Facilitating Change Control Board (CCB) meetings.
- Facilitating CCD approvals/acceptance of Tyler deliverables.
- Developing and review of Production Readiness Assessment.
- Responsible for the project's final delivery into production including achieving the project schedule per the documented project plan.

Key responsibilities for the Tyler Project Manager include, but are not limited, to the following items:

- Participation in project kick-off, project status meetings, Executive Steering Committee meetings, CCB meetings.
- Engagement and consultation with the CCD Project Manager for the development required project artifacts; e.g., Project Charter, Project Management Plan, Risk Registry, Communication Plan, Production Deployment Plan, and other such documentation.
- Engagement and consultation with the project team and CCD Project Manager for the development of the project schedule.
- Planning and documenting the management of iasWorld solution environments supporting configuration, development, training, testing, and production.
- Planning and documenting the data conversion(s) strategy, approach and plan.
- Management of Tyler resources and teams to ensure the timely delivery of Tyler tasks within this SOW and/or the project plan.
- Ensuring that members of the CCD staff are sufficiently educated in the Tyler iasWorld solution to understand the implications of initial design decisions.
- Advising CCD of the impact on the expected delivery dates of Tyler items when prerequisite CCD tasks are advanced or delayed.
- Monitoring the progress of the project and advising of jeopardy to its on-time completion.

11.1. Basic Project Structure

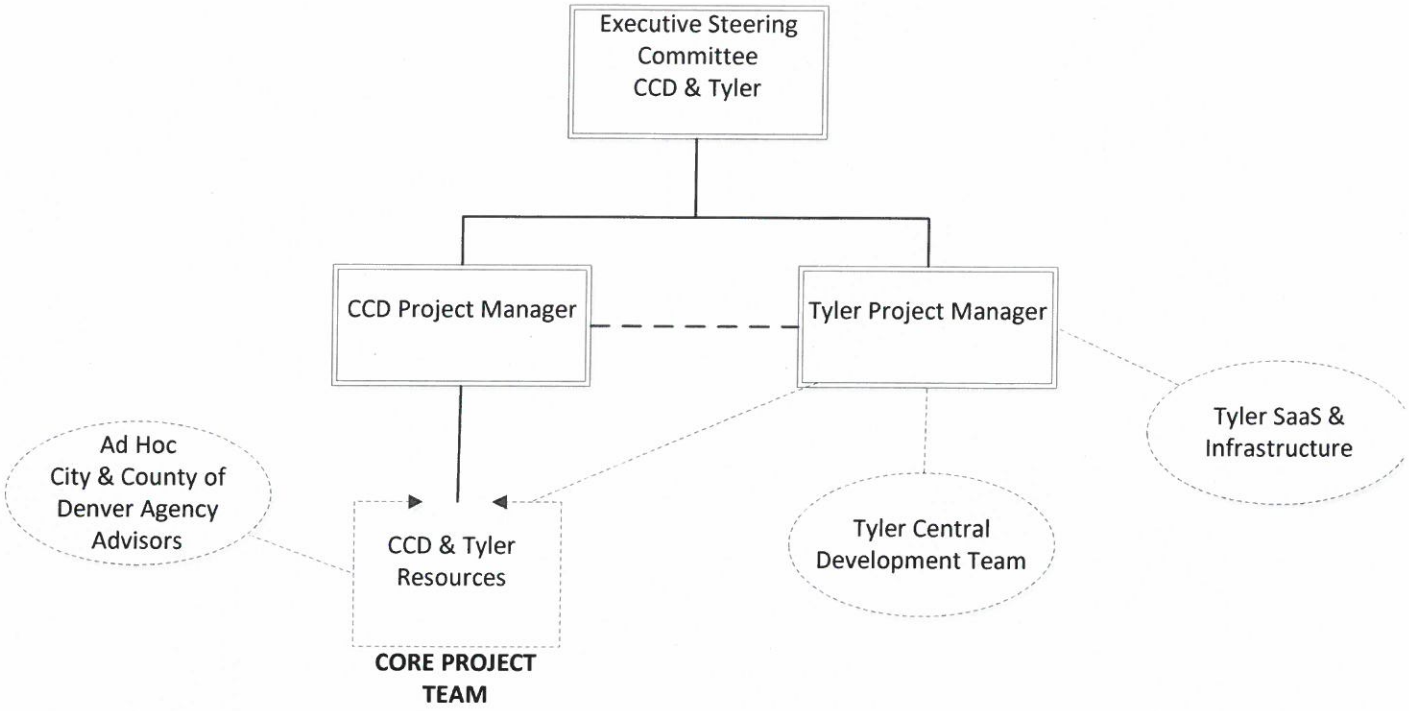

Figure 1 Basic Project Structure

12. Deliverables

Milestone Payments and Deliverables are defined with five primary project phases in mind.

1. Initiation & Planning
2. Requirements Analysis & Design
3. Construction/Build
4. Testing
5. Implementation & Support

The engagement of Tyler for Professional Services for implementation will generally follow an agile-like approach with several concurrent work streams as depicted in Figure 2 below. After the completion of the initial Fit/Gap Analysis, there will considerable overlap of the phases. Work will begin on all project requirements; e.g. configuration, modifications, reports, integrations, data conversion, training, etc. Each of these components will independently go through the phases of analysis, design, construction, and testing.

However, there will be specific tasks and/or milestones that cannot overlap, for example, Business User Acceptance Testing (UAT). UAT will be conducted in an environment that is representative of production including use of converted data, all required configuration/set up is in place and development of required changes are 100% Defect free delivered. Prior test phases (unit, functional and system) must be complete, approved and accepted before UAT can commence. These dependencies will be identified, confirmed and agreed upon as the Project Management Plan and project plan are developed.

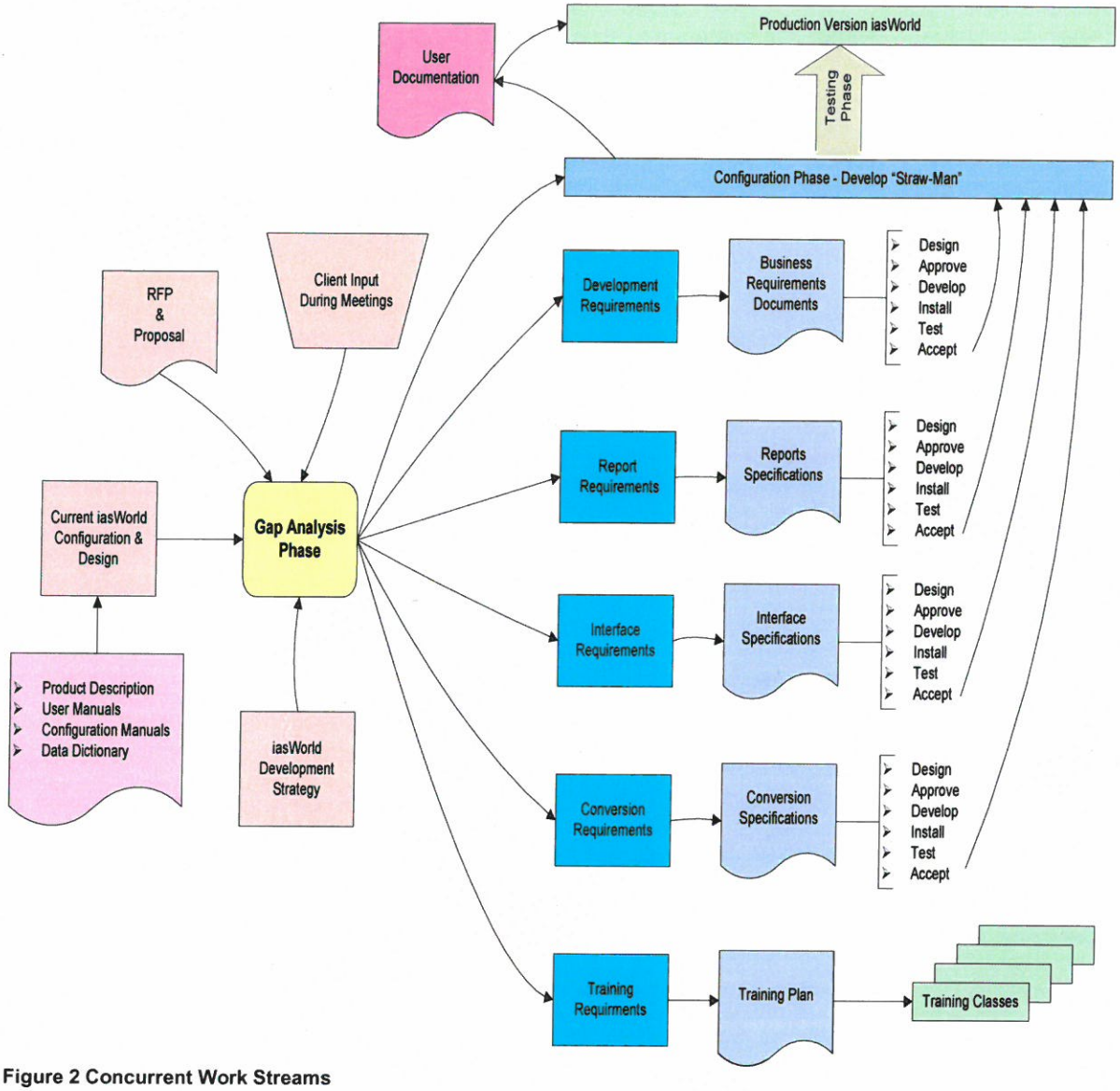

Figure 2 Concurrent Work Streams

Deliverables are outlined in Table 10, below by phase. The Owner column captures who (CCD or Tyler) is ultimately responsible for a specific deliverable; however, it is expected that many will be a collaborative effort. The Acceptance Criteria is noted adjacent to each deliverable. See also Section 16 Acceptance Approval.

Phase	Estimated Duration	Activity	Deliverables	Owner	Acceptance Criteria
Initiating & Planning	6 – 12 wks	Project Planning	Project Kick-Off	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Project Charter	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Risk Management Plan	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Issues & Risks Register	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Team Roster & Contact Info	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Project Management Plan	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Environment Management Plan	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
			Project Resource Plan(s)	CCD, Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
			Training Plan	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
			Change Management Plan (Organizational)	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Communication Plan	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Change Control Process	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Configuration Management Plan (Source code & config.)	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
			Project Schedule	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Project Plan (WBS)	CCD	Documented approval sign-off by representatives of both CCD and Tyler.

			Data Conversion Strategy & Plan(s) for each required data conversion which includes incremental conversions of data subsets, a number of full mock conversions, and criteria to facilitate incremental converse of data subsets.	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
		Milestone Complete	All deliverables identified for this phase of the project have been received and accepted.	CCD	Signed Acceptance Certificate.
Requirements Analysis & Design	26 – 30 wks	CCD iasWorld SaaS Environments	Working version of the most current iasWorld software set up and configured as Tyler has developed for Logan County, CO in all environments.	Tyler	Signed Acceptance Certificate.
			Installation of base (existing) reports	Tyler	Signed Acceptance Certificate.
			Installation of base (existing) integrations	Tyler	Signed Acceptance Certificate.
		Documentation	Access to iasWorld Document Library	Tyler	Signed Acceptance Certificate.
			Sample of iasWorld base Reports	Tyler	Signed Acceptance Certificate.
		Training	CORE Project Team Training	Tyler	Documented Training Agenda. Training Attendance Roster (trainee sign-in sheet). Signed Acceptance Certificate.
		Architectural Design	Documented Architectural Diagram for all iasWorld environments (test, training, production, reporting) including server names, URL, IP, etc. as appropriate.	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
			Documented Architectural Diagram for all CCD "TO BE" integrations for Test & Production.	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
		Requirements Validation & Analysis	On-site Requirements Walk-thru Sessions with demonstrations in iasWorld to address how CCD requirements will be met through base functionality, configuration, custom development, etc.	Tyler	Signed Acceptance Certificate.
			Completed Requirements Traceability Matrix	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
		Fit/Gap Analysis	Documented accounting of all gaps that require change/customization within iasWorld.	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
			Documented Solution Concept Designs to meet all identified gap requirements that will require change/customization.	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.

			Documented Detailed Business Requirements for all gaps that will require change/customization.	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Functional/Technical Specification for each approved customization within iasWorld.	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
			LOE for development & unit testing for each customization with an 80% degree of confidence.	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
			Prioritized and approved list of required customizations.	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Core product modifications Development Plan	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
		Data Conversion Requirements & Analysis (CAMA, OASIS, LANDISC)	Documented Data Conversion Requirements	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Documented Source to Target data mapping including data transformation or cleansing rules to be applied for element for each conversion.	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
			Approval of Source to Target data conversion mapping.	CCD	Signed Acceptance Certificate.
			LOE for development & unit testing for each data conversion with an 80% degree of confidence.	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
		Requirements for Data Extraction for Elderly & Disabled (OASIS)	Documented Data Extraction Requirements for Elderly & Disabled Program administration.	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Functional/Technical Specification for data extraction for the Elderly & Disabled Program.	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
			LOE for development & unit testing for the Elderly & Disabled data extraction with and 80% degree of confidence.	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
		Integrations Analysis	Documented Business Requirements for each "TO BE" integration.	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Documented Solution Design for each integration.	CCD, Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
			Prioritized and approved list of required integrations.	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Functional/Technical Specification for approved integrations for development.	CCD, Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
			LOE for the development & unit testing of each integration with an 80% degree of confidence.	CCD, Tyler	Documented approval sign-off by representatives of both CCD and Tyler.

			Integrations Development Plan	CCD, Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
		Reporting Requirements & Analysis	Documented Business Reporting Requirements that require development. Mockups should be included as necessary.	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
			Prioritized and approved list of Reporting Requirements.	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Functional/Technical Specification for each approved report for development.	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
			LOE for development & unit testing for each report with an 80% degree of confidence.	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
			Report Development Plan	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
		Milestone Complete	All deliverables identified for this phase of the project have been received and accepted.	CCD	Signed Acceptance Certificate.
Construction (Build & Configure)	50 – 56 wks	Defect Tracking Plan	Documented plan for tracking, prioritizing, reporting and resolving Defects identified during all phases of testing including data conversions.	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
		iasWorld Configuration	Updated configuration based on CCD Requirements.	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
			Documentation of CCD specific configurations including cross-reference to Requirements Traceability Matrix.	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
		Data Conversions	Documented CAMA Data Conversion Unit Test Plan.	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
			Documented proof (samples of output, record counts, etc.) of Unit Testing for CAMA Data Conversion.	Tyler	Signed Acceptance Certificate.
			Documented Data Conversion Process; i.e., steps to executing the conversion process for CAMA.	Tyler	Signed Acceptance Certificate.
			Documented OASIS Data Conversion Unit Test Plan.	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
			Documented proof of Unit Testing for OASIS Data Conversion.	Tyler	Signed Acceptance Certificate.
			Documented Data Conversion Process; i.e., steps to executing the conversion process for OASIS.	Tyler	Signed Acceptance Certificate.
			Documented LANDISC Data Conversion Unit Test Plan.	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.

			Documented proof of Unit Testing for LANDISC Data Conversion.	Tyler	Signed Acceptance Certificate.
			Documented Data Conversion Process; i.e., steps to executing the conversion process for LANDISC.	Tyler	Signed Acceptance Certificate.
		Data Extraction	Documented Elderly & Disabled extraction Unit Test Plan	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
			Documented proof (samples of output, record counts, etc.) of Unit Testing for the Elderly & Disabled data extraction scripts.	Tyler	Signed Acceptance Certificate.
			Documented Data Extraction Process; i.e., steps to executing the extraction process for Elderly & Disabled.	Tyler	Signed Acceptance Certificate.
		Integrations	Documented Unit Test Plan for all Integrations.	CCD, Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
			Documented proof (screen shots, samples of output, etc.) of Unit Testing for all Integrations.	CCD, Tyler	Signed Acceptance Certificate.
		Core Product Modifications	Documented Unit Test Plan for all changes/customizations.	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
			Documented proof (screen shots, samples of output, etc.) of Unit Testing for all changes/customizations.	Tyler	Signed Acceptance Certificate.
		Reports	Documented Unit Test Plan for all Reports developed for CCD.	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
			Documented proof (screen shots, samples of output, etc.) of Unit Testing for all reports developed for CCD.	Tyler	Signed Acceptance Certificate.
		Milestone Complete	All deliverables identified for this phase of the project have been received and accepted.	CCD	Signed Acceptance Certificate.
Testing	72 – 76 wks	Functional Testing	Functional Testing Support.	Tyler	Signed Acceptance Certificate.
			Documented Functional Test Plan with guidance & support from Tyler.	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Documented Test Scripts with traceability to requirements (support from Tyler required.)	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Documented Functional Testing Results with all identified Defects categorized per definitions documented in Appendix B.	CCD	Documented approval sign-off by representatives of both CCD and Tyler.

			Approval that Functional Testing is Complete; Approval to move forward for System Testing.	CCD	No outstanding Blocking, Severity 1 or Severity 2 Defects unless agreed by the business Stakeholders and Project Sponsors in writing.
		Data Extraction Testing	Data Extraction Testing Support.	Tyler	Signed Acceptance Certificate.
			Documented Test/Certification Plan with guidance from Tyler.	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Documented Test Scripts with traceability to requirements with guidance from Tyler.	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Documented Data Extraction Testing Results with all identified Defects categorized per definitions documented in Appendix B.	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Approval/sign-off of Data Extraction Testing for UAT and Production.	CCD	No outstanding Blocking, Severity 1 or Severity 2 Defects unless agreed by the business Stakeholders and Project Sponsors in writing.
		Data Conversion Testing	Data Conversion Testing Support.	Tyler	Signed Acceptance Certificate.
			Documented Data Conversion Test Plan – specific for each conversion – including balancing and control totals to facilitate validation of conversions with guidance from Tyler.	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Documented Test Scripts with traceability to requirements with guidance from Tyler.	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Documented Data Conversion Testing Results for each specific data conversion with all identified Defects categorized per definitions documented in Appendix B.	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Approval/sign-off of Data Conversion Testing for UAT and Production.	CCD	No outstanding Blocking, Severity 1 or Severity 2 Defects unless agreed by the business Stakeholders and Project Sponsors.
		System Testing (end-to-end)	System Testing Support.	Tyler	Signed Acceptance Certificate.
			Documented System Test Plan with guidance from Tyler.	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Documented Test Scripts with traceability to requirements. (Tyler guidance required.)	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Documented System Testing Results with all identified Defects categorized per definitions documented in Appendix B.	CCD	Documented approval sign-off by representatives of both CCD and Tyler.

			Approval that System Testing is Complete; Approval to move forward for UAT.	CCD	No outstanding Blocking, Severity 1 or Severity 2 Defects unless agreed by the business Stakeholders and Project Sponsors in writing.
		iasWorld Upgrade **Note: depending on the project schedule and Tyler product releases, this deliverable and associated activities will be adjusted accordingly.**	Delivery of an iasWorld Upgrade to the most current version of software that is GA prior to "Go-Live".	Tyler	Signed Acceptance Certificate.
			Documented Regression Test Plan including test scripts/cases.	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
			Regression Testing of CCD configurations, customizations, integrations, reports and data conversions.	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
			Documented proof (screen shots, samples of output, etc.) of Regression Testing.	Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
			Upgrade System Testing (end-to-end) – leveraging test plans and cases from prior System Testing.	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Approval that Upgrade System Testing is Complete; Approval to move forward for UAT.	CCD	No outstanding Blocking, Severity 1 or Severity 2 Defects unless agreed by the business Stakeholders and Project Sponsors in writing.
		Business User Acceptance Testing (UAT)	Business UAT on-site Support including Defect resolution	Tyler	Signed Acceptance Certificate.
			Documented Business UAT Plan with guidance from Tyler.	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Documented Test Scripts with traceability to requirements (guidance from Tyler required).	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Documented Business UAT Results with all identified Defects categorized per definitions documented in Appendix B.	CCD	Documented approval sign-off by representatives of both CCD and Tyler.
			Approval that UAT is Complete; Approval to move forward with the Production Data Conversion and solution deployment; i.e., "Go-Live"	CCD	No outstanding Blocking, Severity 1 or Severity 2 Defects unless agreed by the business Stakeholders and Project Sponsors in writing.
		Documentation	Deliver documentation supporting all configuration/set up changes made to support CCD.	Tyler	Signed Acceptance Certificate.
			Deliver documentation supporting development for all CCD data conversions.	Tyler	Signed Acceptance Certificate.

			Deliver documentation for all CCD approved iasWorld Changes/Customizations.	Tyler	Signed Acceptance Certificate.
			Deliver documentation for all CCD approved Integrations developed.	Tyler	Signed Acceptance Certificate.
			Deliver documentation for all CCD approved reports developed.	Tyler	Signed Acceptance Certificate.
		Milestone Complete	All deliverables identified for this phase of the project have been received and accepted.	CCD	Signed Acceptance Certificate.
Implementation & Support	16 – 20 wks	Agency Training	Development of Training Agendas.	Tyler	Signed Acceptance Certificate.
			Development of Training Materials.	Tyler	Signed Acceptance Certificate.
			Conduct Training Classes.	Tyler	Signed Acceptance Certificate.
			Develop Student Evaluations.	Tyler	Signed Acceptance Certificate.
			Class Evaluation Recap Report.	Tyler	Signed Acceptance Certificate.
			Recording for each unique training subject matter/course.	Tyler	Deliver of recorded trainings. Signed Acceptance Certificate.
		Production Readiness	Documented Production Readiness Assessment	CCD, Tyler	Documented approval sign-off by representatives of both CCD and Tyler.
		Production Delivery	Establish base Production SaaS environment including CCD specific configuration supporting requirements.	Tyler	Signed Acceptance Certificate.
			Install all CCD approved iasWorld customizations into Production.	Tyler	Signed Acceptance Certificate.
			Install all CCD approved Integrations into Production.	Tyler	Signed Acceptance Certificate.
			Install all CCD approved reports into Production.	Tyler	Signed Acceptance Certificate.
			Execute Final Production Data Conversions.	Tyler	Signed Acceptance Certificate.
			"Go-Live" Integration Certification	CCD	Signed Acceptance Certificate.
			"Go-Live" Data Conversion Certification.	CCD	Signed Acceptance Certificate.
			"Go-Live" Certification iasWorld including reports.	CCD	Signed Acceptance Certificate.
		Post Production Warranty Support for project implementation related Defects	Provide production support for CCD 90 days post - "Go-Live".	Tyler	Signed Acceptance Certificate; No outstanding Blocking, Severity 1, or Severity 2 Defects related to changes/development done as part of this SOW unless agreed by the business Stakeholders and Project Sponsors in writing.

		Support Transition	At close of post-production support period, conduct formal transition support meeting(s) and provide documentation of support processes and contacts as appropriate.	Tyler	Signed Acceptance Certificate.
		Milestone Complete	All deliverables identified for this phase of the project have been received and accepted.	CCD	Signed Acceptance Certificate.

Table 10 Deliverables by Phase with Owners

13. Change Control

During the course of this SOW, there may be changes requested to meet the business/project objectives. The high-level Change Control process is outlined in Appendix A. During Project Initiating and Planning, a detailed Change Control Process will be defined and documented. Governance of Change Requests will be managed by a Change Control Board (CCB) which will be formed for the duration of the project. Both Tyler and CCD will have CCB representation.

The intent of the Change Control process is to have visibility/management of changes to stated requirements but not an "open door" for additional cost and/or scope. In preparing for the engagement with CCD, Tyler has expressed confidence in their bid for professional services based on review of CCD requirements, experience on similarly sized projects and their knowledge as the provider of the current legacy software. Tyler has included time to handle some unknowns and additional costs are not expected. During requirements validation Tyler will work closely with CCD to determine fit/gap. It is Tyler's experience that they often find items initially thought to be gaps requiring customization can actually be handled through configuration as more information is gathered. Conversely, during the fit/gap analysis items are discovered that were not stated requirements or there is additional customization that was not initially anticipated. Typically this process yields a "net even" and Tyler can accommodate the changes without additional cost. Tyler has stated it takes pride in responsible bidding and being sensitive to the budgets of our clients; i.e., not being "change order happy." There may be a situation where scope change or out of scope items necessitate additional funding but Tyler will make every effort to avoid such case(s); e.g., suggest business process change, etc.

If a Change Request is the result of misunderstanding and/or incomplete requirements of an existing/in-scope item, CCD and Tyler will collaboratively evaluate the impact to the project, the deliverables and the agreed upon timeline to determine the appropriate resolution.

No development work will be done on Change Request items without explicit written approval from CCD to Tyler.

CCD will not pay additional incremental costs without explicit approval by the CCD Project Sponsors.

14. Risk Management

Risks are defined as potential incidents that may have an impact on the project if they occur. Risk Management is the process by which possible incidents are identified, the assessment of the impact to the project, and what the pre-incident plan is to address them should they materialize. Risks differ from issues in the sense that issues are incidents that have occurred while risks are potential incidents that have not yet materialized.

A Risk Register will be used to identify, prioritize and plan mitigation strategies throughout the project life-cycle. The Risk Register will be reviewed regularly with both the Project Team and the Executive Steering Committee. The following definitions will be used in developing and managing the risk matrix.

- **Risk Event:** A brief description of the risk event.
- **Probability:** The likelihood or probability that the risk event will occur. A scale of High, Moderate, or Low will be used as guideline for assigning probability of occurrence with a point assignment of 7 points for High risk, 5 points for Moderate, and 3 points for Low. Actual probabilities may also be used if more quantitative methods are available.
- **Impact:** The affect on the project in the event the risk materializes. Best Practices are to describe the impact in quantitative terms such as financial impact, schedule impact, etc.

- **Exposure/Impact Value Rating:** The overall rating for the risk (Probability x Impact) provides a score to weight the risk compared to other risks
- **Mitigation Strategy:** The agreed upon high level strategy that will be employed in the event the risk materializes. Common strategies include:
  - **Accept:** The risk will be accepted. The Project Sponsors are willing to absorb the impact of the risk should it occur. No mitigation efforts will be conducted.
  - **Mitigate:** Proactive efforts will be undertaken to minimize the likelihood of the risk occurring and/or efforts will be undertaken to minimize the any impact to the project.
  - **Avoid:** Proactive efforts will be undertaken so as to avoid the risk from occurring. Some project activities may be eliminated or materially altered to avoid the situation associated with the risk.
  - **Transfer:** Efforts will be undertaken to transfer the risk from the project to a third party. Examples include insurance or the involvement of another party that is willing to take on the risk so as to insulate the project organization from realizing its affects.
- **Response Strategy:** Specific actions that will be taken to undertake the associated mitigation strategy.
- **Ranking:** A subjective rank order of the perceived importance of each risk. This can be used as a tool to focus special attention on the top *n* risks.

15. Warranty

The Warranty period for this SOW shall coincide with the term of this SOW. There will be a 90 day post production support period included in the fix bid of this SOW. Tyler's liability is limited to the correcting of non-conforming deliverables at no additional cost to CCD during the term of this SOW.

16. Acceptance Approval

Section 12 identifies minimum deliverables for this SOW/project. For all deliverables, that are not software related, CCD and Tyler must provide a signed Approval of Acceptance either as part of the document delivered or as a signed Certificate of Acceptance. CCD approvals must include a minimum of two Project Team members as noted on the Authorized Approvers list in Appendix C. (See Appendix D, Sample Approval of Acceptance.) If requested, Tyler will demonstrate that the deliverable conforms to the description specified.

CCD will have fifteen (15) business days from the date a deliverable is submitted for acceptance to notify Tyler in writing of any deficiencies. Tyler will promptly cure any deficiencies and resubmit for CCD's review and acceptance. The timeline for such remedies will be defined and documented case by case based on the severity of the deficiencies and the impacts to the overall project timeline and deliverables.

For software related deliverables (configuration, customizations, data conversion, integrations and reports, etc.) there will be no outstanding Blocking, Severity 1 or Severity 2 Defects unless agreed by the business Stakeholders and Project Sponsors in writing. (See Appendix B, Defect Definitions & Resolution Service Level Agreement.)

Once the deliverables are complete for a Phase of the project, a Milestone Approval is required.

Milestone Payments for Professional Services are defined in Section 17 - Fees and Payment Schedule. The CCD Steering Committee Members will sign-off on the Approval of Acceptance as agreement for payment due to Tyler.

Final acceptance of the software will be at the end of the post-production/warranty period included in this SOW.

17. Fees & Payment Schedule

Tyler will complete the work defined in this Statement of Work for a fixed price amount of $3,535,000.

Upon completion of a payment milestone and acceptance of the associated deliverable(s), the corresponding fee specified below becomes due and payable within 35 days of invoice. Tyler will submit an invoice for each payment milestone.

17.1. Expenses

Tyler shall bear the costs associated with travel, means, and lodging of its resources identified and engaged to support the project.

17.2. Statement of Work Fees

Milestone Payments	Percentage of Payment	Fee/Payment Amount	Estimated Invoice Date
Initiation & Planning Phase Complete & Accepted	5%	$ 176,750	Q2, 2015
Requirements Analysis & Design Phase Complete & Accepted	10%	$ 353,500	Q3, 2015
Construction Data Extraction Scripts Complete (E&D) & Accepted	1%	$ 35,350	Q1, 2016
Data Extraction Testing Complete (E&D) & Accepted	1%	$ 35,350	Q1, 2016
Configuration Complete & Accepted	1%	$ 35,350	Q2, 2016
Construction Core Product Modifications Complete & Accepted	1%	$ 35,350	Q2, 2016
Construction Data Conversion Scripts Complete (CAMA, OASIS, Landisc) & Accepted	5%	$ 176,750	Q2, 2016
Integration Construction Complete & Accepted	5%	$ 176,750	Q2, 2016
System (e-2-e) Testing Complete & Accepted	10%	$ 353,500	Q2, 2016
Business UAT Testing Complete & Accepted	10%	$ 353,500	Q3, 2016
Data Conversion Testing Complete & Accepted	5%	$ 176,750	Q3, 2016
Implementation Production Delivery Complete & Accepted	10%	$ 353,500	Q3, 2016
Agency Training Complete & Accepted	10%	$ 353,500	Q4, 2016
Functional Testing Complete & Accepted	1%	$ 35,350	Q4, 2016
Report Construction Complete & Accepted	5%	$ 176,750	Q4, 2016
90 Day Post Production Warranty Support & Accepted	20%	$ 707,000	Q1, 2017
Total	**100%**	**$ 3,535,000**	

Table 11 Milestone Payment Plan

17.3. Subscription Fees

Year 1	Year 2	Year 3	Year 4	Year 5
$814,560	$857,430	$857,430	$891,715	$927,390

Table 12 SaaS Subscription Fees

Appendix A – Change Control Process

Below are the high-level steps of the Change Control Process. A detailed Change Control Process will be documented during the Initiation and Planning Phase of the project. As the Change Control Process is fully defined, CCD and Tyler will agree when this process will be invoked; e.g., changes requiring more than X number of hours.

To facilitate the Change Control Process, a governing Change Control Board (CCB) will be established for the duration of the project. The CCB will be composed of Stakeholders and Executive Sponsors from both CCD and Tyler.

Situations wherein there is a lack of understanding or clarity in the defined requirements included in the Scope of Work, will be handled on a case by case basis with guidance from the CCB.

Opportunities for Change Control items to be included in scope without impacting quality, budget or timeline will be documented accordingly.

Change Control items that impact quality, budget or timeline may require a CCD PMO Change Request to reflect decision(s) and activities required.

<u>High-Level Change Control Process Steps</u>

1. Requirement is documented by the requestor.
2. A high-level estimate for solution development is provided to facilitate prioritization and impact.
3. Requirement reviewed/signed-off by the Agency Sponsor for presentation to the CCB.
4. Requirement is presented for review to the CCB.
5. CCB actions the requirement with one of the following dispositions:
    - Approved/accepted
    - Declined/denied
    - Deferred – either future phase or additional information is required

NOTE: Approval to proceed with development must be authorized in writing by the CCD.

6. Communication to Project Team regarding disposition of Change Request.
7. If the Change Request is Approved,
    - A Detailed Solution Design is documented with level of effort hours estimate with an 80% degree of confidence.
    - Acceptance Approval is prepared and routed for signatures.
    - Tyler and/or CCD Project Managers will determine timeline for delivery and update the schedule accordingly.

Appendix B – Defect Definitions & Resolution Service Level Agreement

Below is the expected turnaround time for identified Defects during all phases of testing including business User Acceptance Testing (UAT).

Severity Ratings and associated definitions will be used as Acceptance Criteria per Section 12, Deliverables.

Response time is the maximum duration for Tyler to acknowledge receipt of a Defect opened by CCD. The response time initiates the "Turnaround Time" clock. Failure to achieve the defined Turnaround Time will result in Escalation to the Executive Steering Committee for action. **NOTE:** The turnaround times are not-to-exceed periods and Defects should be resolved more quickly whenever possible.

Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Software as a Service Agreement.

Severity Rating	Definition	Turnaround Time	Comments	Additional Defect Definition Considerations
Blocking	**Blocking.** Defect preventing testing functionality other than the specific issue for which it is written. Testing is stalled. **Response time:** 1 hr.	1 business day or an agreed upon due date and time.		
Severity 1	**Critical** (Severity 1) It is impossible to continue with the testing of the specific functionality because of the severity of the issue – must be fixed prior to production; however testing of different functionality may continue. Catastrophic Defect that causes a total failure of the software or unrecoverable data loss. No workaround is available. Issue affects daily processing or day-to-day functions of the County. Issue affects a large group of County users. **Response time:** 1 hr.	2 business days or an agreed upon due date and time.		• Critical • High visibility • Large numbers of records • Would affect SLA commitment • Would affect Production or cycle stopped – priority batch commitment missed • Major component not available for use • Many and/or major files lost • Major loss of functionality • Problem cannot be bypassed • No viable or productive workaround available

Severity 2	**Major** (Severity 2) Testing can continue; however, the issue may cause severe disruption to business processes in live operation - must be fixed prior to going into production. Defect results in severely impaired functionality. A workaround may exist but its use is unsatisfactory. **Response time:** 4 hr.	4-10 business days or an agreed upon due date and time.	If there are no blocking or severity 1 Defects then turnaround for Severity 2 is 2 days	• Serious • Moderate visibility • Moderate to large number of records • Serious slow response times • Serious loss of functionality • Potentially affects production – potential miss of priority batch commitment • Limited use of product or component • Component continues to fail. Intermittently down for short periods, but repetitive • Few or small important files lost
Severity 3	**Average** (Severity 3) Testing can continue and the deployment into production would only cause minimal departure from agreed business processes. Defect causes failure of non-critical aspects of the system. There is a reasonably satisfactory workaround. Issue affects a small group of users and does not affect day-to-day processing. **Response time:** 24 hr.	5 business days or an agreed upon due date and time.	Blocking, Severity 1 and 2 Defects are priority for turnaround days. over timeframe	• Low to medium visibility • Low number of records impacted • Limited use of product or component. • Single client device affected • Minimal loss of functionality • Problem may be bypassed; workaround exists. Bypass must be acceptable to CCD business users. • Automated workaround in place and known; Workaround must be acceptable to CCD business users.
Severity 4	**Minor** (Severity 4) Both testing and live operations may progress. This problem should be corrected, but little or no changes to business processes are envisioned without the fix - can still go into production. Cosmetic Issues are considered minor. **Response time**: 48 hr.	10 business days or an agreed upon due date and time.	Severity 1, 2, and 3 Defects are priority for turnaround days. over timeframes	• Low or no visibility • No direct impact on customer • Few functions impaired • Problem can be bypassed. Bypass must be acceptable to CCD business users. • System resource low; no impact yet • Preventative maintenance request • Enhancement request

Appendix C – CCD Authorized Acceptance Approvers

Agency	Name (alphabetical order)	Title	Role
Assessment	Debra Coak	Sr. GIS Analyst	Project Team Member
	Keith Erffmeyer	Assessor, City & County of Denver	Steering Committee Member
Department of Finance	Cary Kennedy	CFO, Deputy Mayor, City & County of Denver	Agency Project Sponsor
Controller	Chris Tubbs	Financial Management Specialist	Project Team Member
	Beth Machann	Controller, City & County of Denver	Steering Committee Member
	Donna Manzanares	Operational Supervisor	Project Team Member
Treasury	Malaya Bhattarai	Business Analyst	Project Team Member
	Steve Ellington	Treasurer, City & County of Denver	Steering Committee Member
	Will Fenton	Operational Supervisor	Project Team Member
	Daisy Murphy	Business Analyst	Project Team Member
Technology Services (TS)	Chris Binnicker	Deputy CIO, City & County of Denver	TS Project Sponsor
	James Lindauer	Application Architect	Project Team Member
	Marian Lyons	Project Manager	Project Team Member
	Renee Salois	Enterprise Architecture	Project Team Member
	Mike Wright	Director, Enterprise Architecture	Steering Committee Member
	Cindy Zec	Director, Enterprise Applications	Steering Committee Member

Appendix D – Sample Approval of Acceptance

Acceptance Certificate

Client: City of Denver
Project: CORE Project (CAMA & OASIS Replacement)
Initiated By: Date: _____

Milestone Reference: Type: ❑ Final

Description:

The above _____ has been reviewed by the City and fully meets all deliverables and requirements pertaining to its completion as outlined in the entirety of the Statement of Work (SOW) and is hereby considered as having passed the acceptance criteria specified by City.

_____ _____
CCD Agency Representative Date

_____ _____
CCD Agency Representative Date

_____ _____
CCD Agency Project Sponsor Date

_____ _____
CCD Technology Services Project Sponsor Date

_____ _____
CCD Project Manager Date

_____ _____
Tyler Project Manager Date

Appendix E – iasWorld Module Descriptions

CAMA / Tax Standard Edition

The CAMA / Tax Standard Edition includes the Assessment Administration functionality that controls the inventory of properties, maintains ownership, mailing address, legal descriptions, classifications, property transfers and appraised/assessed values, as well as allowing inquiries. This allows the Client to produce the assessment roll, listing each property in a municipality and its total assessed, exempt, and net taxable values.

The Tax Billing and Collection solution in iasWorld provides for the taxation-related functions of extending, adjusting, collecting and distributing property taxes. The extended taxes are adjusted to reflect appropriate taxation business rules related to taxation policies. The Tax Billing and Collection maintenance process also includes the ability to collect payments, in real-time, or off-line through the County's system.

The CAMA / Tax Standard Edition also maintains the property characteristics from which appraised values are developed. It supports the three approaches to value: cost, sales comparison, and income, and provides a variety of reports required for analyzing valuation and review efforts.

The underlying framework of the CAMA / Tax Standard Edition provides a web services-based framework based on modern industry standards (such as XML, UDDI and SOAP) to enable the rich functionality provided by iasWorld. It also includes extensions to the framework for management and customization of content, workflow and transactions. iasWorld users, with the appropriate security and training can update content, redesign forms and enable specific work tasks or optimize existing processes.

Data is maintained through a transaction-oriented interface that provides a set of web transaction templates which are designed to streamline common work processing by consolidating information from many different sources such as relational records, GIS, photos, sketches, etc.

Inquiry & Appeals Tracking

The Inquiry and Appeals Tracking add-on solution is used to manage the appeals process from informal filings through formal or judicial appeals. This includes scheduling hearings, assigning hearing officers, preparing supporting documentation for each hearing and sending results letters to taxpayers, agents, and interested parties (such as school districts).

Personal Property

The Personal Property valuation functionality facilitates the receipt and processing of property returns from taxpayers, the computation of an assessed value, and, in case of failure to report, a mechanism for forced valuation of the property. The Personal Property functionality also provides auditing features to assist users in verifying the reasonableness of a return.

Delinquent Tax Collection

Delinquent Tax is used to maintain delinquent property tax accounts. The solution tracks and maintains functions such as payment processes, calculation of interest, bankruptcy, and foreclosure.

Field Mobile (optional)

The Field Mobile is included to allow the Client staff to take the iasWorld CAMA data to the field for data collection and review. In addition the Field Management solution has back-office management functionality that will assist the Client in routing, managing and tracking field work done by the Client's appraisers.

Public Access (optional)

iasWorld's Public Access solution brings the Client's data to the public and other organizations, providing a sophisticated and attractive web portal for viewing and searching assessment information. The public access solution can be used by the public over the Internet or at public service kiosks.

eFiling

Tyler's eFiling functionality will allow the jurisdiction to define property related forms to be available for electronic submission by the taxpayer. The information can be either queued for review and then committed to the database or automatically committed to the database upon successful submission by the tax payer.

Analyze (optional)

The iasWorld Analyze functionality provides a comprehensive application module for conducting a wide variety of assessment and taxation related analysis. This provides easy access to statistics commonly used in assessment analysis and modeling (e.g.: Median, COV, COD, PRD). The user can freely move between tabular, spatial (e.g.: thematic maps) and charting representations of their project datasets. The results of the analysis session can be saved as a user-defined project including the source property list and all applied criteria filters. Saved analysis sessions can be shared with other staff for review. The connection to both the GIS datasets and the iasWorld database are real-time.

Appendix H – "AS IS" Context Diagram

(Document starts on the following page.)

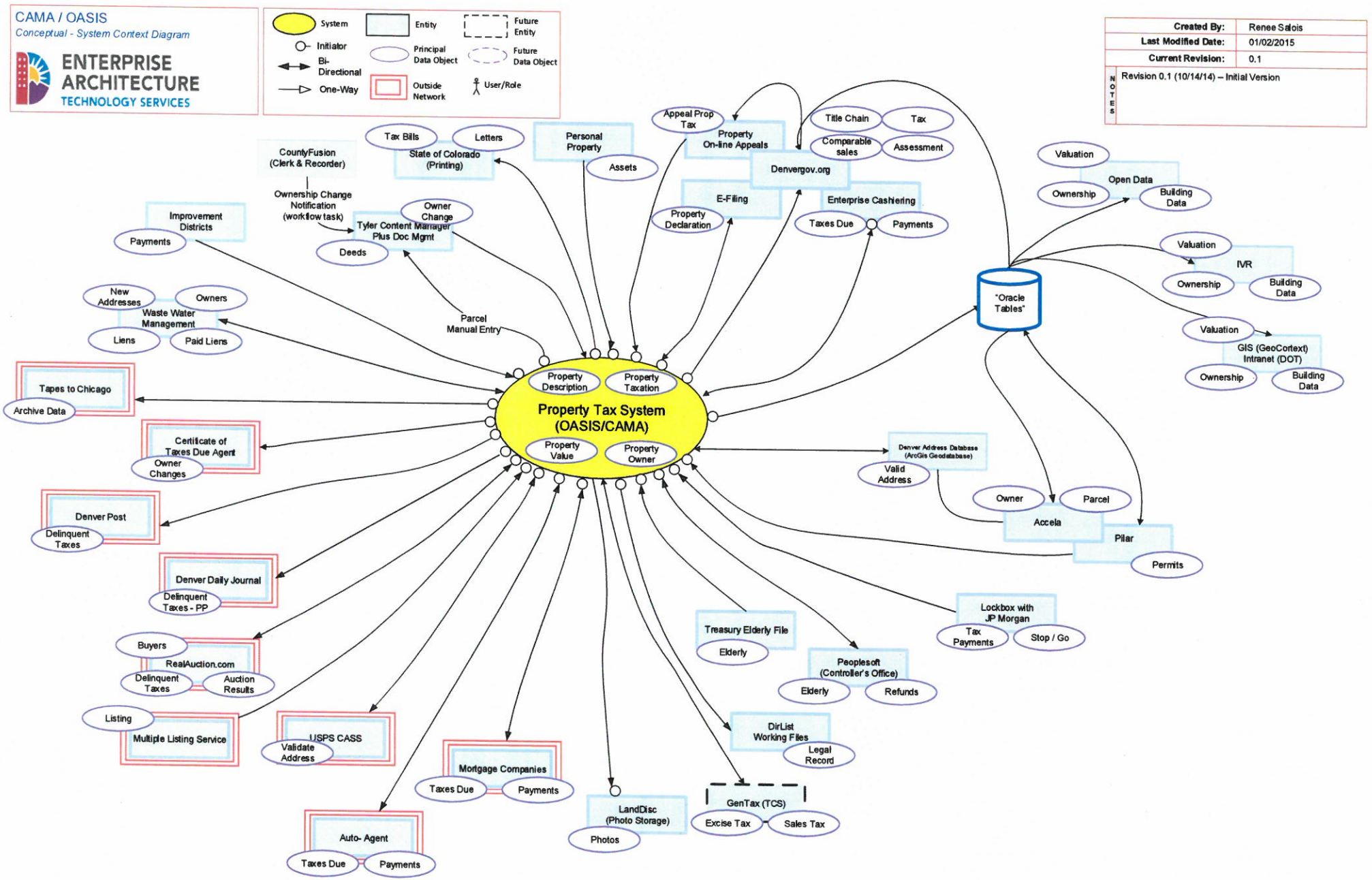
CAMA / OASIS
Conceptual - System Context Diagram
ENTERPRISE ARCHITECTURE
TECHNOLOGY SERVICES
System
Initiator
Bi-Directional
One-Way
Entity
Principal Data Object
Outside Network
Future Entity
Future Data Object
User/Role
Created By: Renee Salois
Last Modified Date: 01/02/2015
Current Revision: 0.1
NOTES
Revision 0.1 (10/14/14) – Initial Version
Property Tax System (OASIS/CAMA)
Property Description
Property Taxation
Property Value
Property Owner
"Oracle Tables"
Tax Bills
Letters
State of Colorado (Printing)
Personal Property
Assets
Appeal Prop Tax
Property On-line Appeals
Title Chain
Tax
Comparable sales
Assessment
Denvergov.org
E-Filing
Property Declaration
Enterprise Cashiering
Taxes Due
Payments
CountyFusion (Clerk & Recorder)
Ownership Change Notification (workflow task)
Tyler Content Manager Plus Doc Mgmt
Owner Change
Deeds
Parcel Manual Entry
Improvement Districts
Payments
New Addresses
Owners
Waste Water Management
Liens
Paid Liens
Tapes to Chicago
Archive Data
Certificate of Taxes Due Agent
Owner Changes
Denver Post
Delinquent Taxes
Denver Daily Journal
Delinquent Taxes - PP
Buyers
RealAuction.com
Delinquent Taxes
Auction Results
Listing
Multiple Listing Service
USPS CASS
Validate Address
Auto- Agent
Taxes Due
Payments
Mortgage Companies
Taxes Due
Payments
LandDisc (Photo Storage)
Photos
GenTax (TCS)
Excise Tax
Sales Tax
DirList Working Files
Legal Record
Peoplesoft (Controller's Office)
Elderly
Refunds
Treasury Elderly File
Elderly
Lockbox with JP Morgan
Tax Payments
Stop / Go
Denver Address Database (ArcGis Geodatabase)
Valid Address
Owner
Parcel
Accela
Pilar
Permits
Valuation
Open Data
Ownership
Building Data
Valuation
IVR
Ownership
Building Data
Valuation
GIS (GeoCortex) Intranet (DOT)
Ownership
Building Data

Exhibit D
Service Level Agreement

I. Agreement Overview

This Service Level Agreement ("SLA") operates in conjunction with, and does not supersede or replace any part of your Software as a Service ("SaaS") agreement with us. This SLA outlines the information technology service levels that Tyler will provide to you to ensure the availability of the application services contracted for in the Investment Summary. All other support services are documented in the Support Call Process exhibit to the SaaS Agreement or shall be billed as set forth in the SaaS Agreement.

II. Definitions

Capitalized terms not otherwise defined will have the meaning assigned to those terms in your Software as a Service Agreement.

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest tenth of a percent. Attainment is calculated as a percentage as follows: (Service Availability minus Downtime minutes during billing cycle)/Service Availability * 100.

Client Error Incident: Any service unavailability resulting from a Client's applications, content or equipment, or the acts or omissions of any of Client's service users or Client's third-party providers over whom Tyler exercises no control.

Downtime: Those minutes during which the software products set forth in the SaaS Agreement are not available for any type of Client use. Downtime does *not* include those instances in which a Defect is present but such Defect does not cause a complete application outage.

Downtime Report: A written report prepared by Tyler of Tyler's assessment of Service Availability and targeted Attainment during a given billing cycle. The Downtime Report will include the support incident number(s)(if applicable), the date, time, and duration of the Downtime(s), and any other information Tyler considers relevant in documenting Downtime.

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

III. Service Availability

The Service Availability of Tyler's applications is intended to be 24/7/365; i.e., 100%. Tyler sets Service Availability goals and measures whether it has met those goals by tracking Attainment.

a. Client Responsibilities

Whenever a Client experiences Downtime, that Client must make a support call according to the procedures outlined in the Support Call Process exhibit. The Client will receive a support incident number.

b. Tyler Responsibilities

When Tyler's support team receives a call from a Client that a Downtime has occurred or is occurring, or when Tyler, through its standard monitoring procedures, becomes aware that Downtime has occurred or is occurring, Tyler will work with the Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with the Client to resume normal operations.

To track Attainment, Tyler will prepare and deliver to Client a Downtime Report within thirty (30) days of the end of the relevant quarterly billing cycle during which the Downtime occurred. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

c. Client Relief

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

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service interruption. A correction may occur in the quarterly billing cycle following the quarterly billing cycle during which service interruption occurred. In that circumstance, if service levels do not meet Targeted Attainment for that later billing cycle, Client's credits will be doubled. For illustrative purposes only, based upon the SaaS Fees outlined in the Investment Summary at **Exhibit A,** if Actual Attainment for Year 2, Q3 is 96%, a credit calculated as 4% of the Year 2, Q3 quarterly payment (4% of $214,357.50 or credit of $8,574.30) shall be applied to the Year 3, Q4 quarterly payment. If service levels during Year 2, Q4 are 94%, a credit calculated as 5% of the Year 2, Q4 quarterly payment (5% of $214,357.50 or credit of $10,718) shall be posted to the Year 3, Q1 quarterly payment.

Every billing cycle, Tyler will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply:

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	99 – 99.9%	Remedial action will be taken.
100%	97.0 – 98.99%	4% credit of fee for affected billing cycle will be posted to next billing
100%	<97%	5% credit of fee for affected billing cycle will be posted to next billing cycle

A Client may request from Tyler, and Tyler will provide to Client, a report from Tyler that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

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

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

The current patching window for the iasWorld solution within the Tyler hosting center is the fourth Sunday of the month from 12:00 – 4:00 AM ET. All other maintenance is typically done on weekends during the least disruptive time for our clients and is communicated at least two weeks in advance. In the event the Client anticipates upcoming weekend work that would be impacted by Tyler maintenance, it should communicate this as soon as it known. The Client will notify its Client Manager and appropriate measures will be put in place to assure that maintenance is not scheduled during critical Client processing times.

V. Force Majeure

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

Support Call Process

Scope of Services

The following outlines the standard support provided by Tyler Technologies, Inc. (Tyler) for the following software systems installed in the Tyler hosting center, for the time period specified in the Agreement.

The software systems listed in Exhibit A – Investment Summary shall be known as the "base system." Any additional support, modifications, or services needed on the system as it is installed which are not expressly included in this Agreement, must be outlined in an additional service level agreement or will be provided at time and materials rates.

Modifications to the Tyler Software and reports written by us for a specific jurisdiction or group of jurisdictions are considered part of the base system and, as such, the terms of this Agreement apply.

1. Terms and Definitions

The following is a list of common terms used in this Support Agreement:

1.1 Base System

Tyler Software, as listed in Exhibit A – Investment Summary above, running in the Tyler hosting center.

1.2 System Error

An error in the base system that is either a generated error (e.g., error screen) by the base system or lack of response (slow or stuck), or failure of a function as stated in the Documentation (also referred to as "issues" or "bugs"). Note: A Client Error Incident is not covered.

1.3 Updates

Unlimited distribution of revisions to the base system that fixes errors and (or) includes enhancements that are made available to the Client, also referred to as "upgrades" or "patches."

1.4 Maintenance or Maintain

Providing support and updates for the base system only.

1.5 VPN

The use of any secure connection on the Client system from any Tyler office.

1.6 Coverage Period

The start and end date for the support offered in this Scope of Services and additional services stated in the Software as a Service Agreement.**1.7 Business Day(s)**

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The days and hours Tyler operates, defined as Monday through Friday (excluding holidays) between the hours of 8:00 AM and 6:00 MT.

2. Hot Line Support

During the coverage period, Tyler will provide phone support for the base system. This support will provide assistance in determining the root cause of system errors (whether the result of a Client Error Incident or Force Majeure) and the response as outlined in item 2.3 below. The Hot Line is also available for questions on normal operation of the base system.

2.1. Hot Line Number

800-800-2581 extension 1

2.2. Hot Line Hours

The Hot Line is available from 6:00 A.M. to 6:00 P.M., MT, Monday through Friday. Weekend or evening coverage can be arranged with a five (5) day minimum notice. This special coverage could be billed under the conditions stated in Section 10 of this Scope of Service.

2.3. Hot Line Support Considerations

Tyler shall respond to the Client's request for telephone assistance within one (1) working hours from the initial call.

- Tyler shall take steps to have the system error fixed, or an appropriate workaround, via phone or dial-up as defined in the following priority matrix:

Priority	*Definition*	*Response*	*Resolution SLA*
Critical	Software is inoperable for all Client users. Major loss of functionality without a viable workaround. Severe impact to business process/cycle.	Client is contacted within 1 hour.	Within 1 business day or an agreed upon due date and time.
High	Issue affects daily processing or day-to-day functions of the Client or issue affects a large group of Client users.	Client is contacted within 1 hour.	Within 2-5 business days or an agreed upon due date.
Medium	Issue affects a small group of users and does not affect day-to-day processing.	Client is contact within 1 hour.	Within 4 – 10 business days, or an agreed upon due date.
Non-Critical	Issue affects 1 Client user and is non-critical to daily processing.	Client is contacted1 hour.	Typically 6+ business days from reported problem, or an agreed upon due date.

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- Tyler will provide hourly updates to Client with respect to critical priority issues above. Client can obtain updates for high, medium and non-critical priority issues through its access to the Tyler Client Portal.
- If the cause of the problem is related to an item in Section 10 of this Agreement or not an actual bug within the base system, Tyler will provide an action plan with an estimated cost to resolve the issue within a reasonable amount of time.

3. Online Support

During the coverage period, Tyler will provide access to the Tyler Client Portal in order for the Client to have 24 hour, 7 day access to answers to base system questions and to log base system issues.

4. Modification and Change Procedure

Additional changes to the base system (not directed by local laws) can be requested. These changes shall be submitted in writing to Tyler and cost estimates will be provided. Once the Client agrees to the cost estimate, a separate Task Order as described in Section C(3) of the SaaS Agreement will be drafted for acceptance by the parties. Upon payment in full, changes to the base system under this Section become available to all Tyler clients.

5. Updates

Base system updates will be made available during the coverage period.

5.1. iasWorld Updates

Tyler staff will schedule the release of new updates into the Client's test and production environments with your staff. Tyler will distribute an estimated schedule of when releases and patches will be available. Tyler performs such updates, in coordination with your staff, with an agreed upon schedule. It is important that any updates be done in a timely manner as the update could contain fixes for one or more system errors. Tyler reserves the right to back-port certain bug fixes to the Client's current version of iasWorld or require that the Client upgrade to a newer release to obtain the required fix. Releases of the iasWorld solution occur every twelve to eighteen months and their availability is communicated in advance to all clients.

5.2. iasWorld Data Tables

The Client is responsible for updating any data stored in the base system data tables, whether such updates occur through the normal course of business from user data entry, or through update from some iasWorld batch process. Updates may be performed to the iasWorld data for various reasons by Tyler as requested by the Client subject to time and materials rates.

5.3. Lower Environment Refreshes

Tyler will refresh lower environments as follows:

- Test – will be refreshed weekly subject to Client approval. One additional mid-week refreshes can occur upon specific request by the Client.
- Reporting – a process to refresh the Reporting environment will be established so that the environment is updated at least nightly. One additional refresh of the Reporting

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environment per day can occur upon specific request of the Client.

- Training – will be refreshed one time weekly subject to Client approval. One additional refresh of the training environment can occur upon specific request of the Client.

6. Legislative Changes

Tyler will provide up to 80 base system programming hours per state per calendar year of the Agreement in order to comply with legislative changes. Programming hours encompass analysis, coding, testing and the release to production of the changes. Client will have the ability to test and approve of such changes in advance of the production implementation. Additional legislative changes can be performed at time and materials rates.

7. Backups and Recovery

Backups of the Client environment will occur in accordance with the Tyler Hosting Center's normal business process. As of the Effective Date, Tyler's backup schedule is as follows:

7.1 We perform a daily backup of your Data and retain such daily backup for seven (7) calendar days.
7.2 We perform a weekly backup of your Data and retain such weekly backups for five (5) weeks.
7.3 We perform a monthly backup of your Data and retain such monthly backup for one (1) year.
7.4 Upon the expiration of the one (1) year period during which monthly backups are retained, we archive such monthly backups until the earlier of (i) such time as you request such backups are permanently deleted or (ii) the expiration or termination of the Software as a Service Agreement.

We reserve the right to modify our backup schedule to conform to industry standards. We will notify you if we adopt a backup schedule which provides less frequent backups than those described above.

8. Dependent Software Licenses

The Client is responsible for acquiring and maintaining software licenses and upgrades for all third-party software products that integrate with the Tyler Software and are not included in the Tyler environment including, but not limited to, Adobe, ESRI, EDMS, Microsoft Office, etc. Below are the dependent software licenses as of the Effective Date of the Agreement and are subject to change without notice.

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Product	Client	Database Tier	Integration		
			Esri GIS	Pictometry	EDMS
iasWorld Enterprise 7.1	○ **Internet Explorer 9.0 (required),** Internet Explorer 11 (recommended) ○ Partial support for Chrome, Firefox, and Safari now available ○ Adobe Acrobat ○ Java 1.8 (for iSketch support) ○ Microsoft Silverlight 5	○ Oracle 11g Release 2	○ ArcGIS Server 10+ (via Esri JavaScript API)	○ Electronic Field Study • Network Image Warehouse Web service (NIW) v1 • Network Image Warehouse Web service (NIW) v2 and v2.1 ○ Pictometry Online (POL) ○ POL Self Hosting v 1.9.1 ○ Pictometry Connect	○ IBM Filenet 4.5 ○ Laserfiche 8.2 ○ Oracle IPM 7.7 ○ ImageAPI ICenter

Tyler support integration with all versions of Tyler products.

9. Server Operations

Tyler will be responsible for operational support of the iasWorld database server(s) and application server(s) within the Tyler environment. Tasks will include such things as performing system backups, system restarts, proactive monitoring of server resources and troubleshooting assistance.

10. Out of Scope Items

The following are examples of items that are **not** included in an ongoing Support Agreement. Tyler will provide such services as requested by the Client. Time and Materials rates will apply for such services. They are:

10.1 Resolution of problems that arise out of the Client's misuse of the system.
10.2 Creating ad hoc reports or new iasWorld reports.
10.3 Modification of the iasWorld code.
10.4 Modification of iasWorld reports.
10.5 Updates to iasWorld cost tables, tax rate tables, etc.
10.6 Onsite training.
10.7 Process and procedures that could otherwise be performed by a non-technical iasWorld user during the Client's business cycle.

11. Additional Support

No other additional support outside this Scope of Services is given unless stated in the Software as a Service Agreement. Additional support or services (such as those listed in Section 10) can be requested and will be billed at Tyler's then prevailing time and materials rates.

Following the 90 Day Post "Go-Live" Warranty Support Period, in the event that the Client requires on-site support services beyond the scope of the Support Call Process, Client will work with its assigned Client Manager to identify the effort. For less a three (3) day trip, those services will be billed at the T&M rates, plus expenses. For a three (3) day trip the cost of the trip will be $6,250, inclusive of expenses. For a four (4) day trip, the cost of the trip will be $7,290, inclusive of expenses. These rates are subject to adjustment annually in accordance with the annual maintenance increases.

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2015 Time and Material Rates

The Company's hourly Time and Materials Rates for calendar year 2015 are as follows:

Technology	Off-Site	On-Site
Sr. Company Officer / Sr. Valuation Analyst	$265.00	$330.00
Project Manager	$185.00	$240.00
Database Administrator (DBA)	$180.00	$220.00
Technology Staff	$175.00	$210.00
Appraisal		
Project Manager	$160.00	$200.00
Appraiser - Senior	$160.00	$200.00
Appraiser - Commercial	$125.00	$150.00
Appraiser - Residential	$105.00	$130.00
Data Collector - Commercial	$70.00	$90.00
Data Collector - Residential	$55.00	$70.00
Data Entry/Clerical	$40.00	$50.00

The on-site rates reflect the cost of the travel time to and from the client's site. Travel and other out-of-pocket expenses will be billed at direct cost. The above rates are subject to change periodically, reflecting changes in labor costs, taxes, etc. The Company will notify the Client of said changes in writing.

If Tyler staffing requirements are such that services must be provided using contract labor, whose cost basis is significantly above what is built into Tyler's Time and Materials rates, the T&M hourly rates for off-site work performed at Tyler offices on behalf of the Client for said contractor will be computed to reflect the Company's cost plus 25%; the on-site rates for work performed at the Client site will be this cost plus a 50% premium. The Company will notify the Client in advance when responding to a request using contract labor whose cost will exceed the above fee schedule.

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EXHIBIT E

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/06/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies of New England 133 Federal Street 2nd Floor Boston, MA 02110 1-617-723-7775	CONTACT NAME: Seamus King PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: sking@hayscompanies.com
INSURED Tyler Technologies, Inc. 5101 Tennyson Parkway Plano, TX 75024	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : ATLANTIC SPECIALTY INS CO — 27154 INSURER B : TRUMBULL INS CO — 27120 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 43501605 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC			711013784-0002	03/01/15	03/01/16	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS X COMP/COLL			711013784-0002	03/01/15	03/01/16	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			711013784-0002	03/01/15	03/01/16	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		08WBCS5886	03/01/15	03/01/16	X WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City and County of Denver, its elected and appointed officials, employees and volunteers are listed as Additional Insured under the General Liability and Automobile policies where required by written contract

CERTIFICATE HOLDER

City & County of Denver
Department of Public Works
201 West Colfax Avenue, Dept 611
Denver, CO 80202
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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