Order 59A-16/17
Passage: 9-0 on 11/7/2016 Effective 11/17/2016

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER APPROVING THE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR PUBLIC ADMINSTRATION SYSTEMS SOFTWARE

ORDERED, that the agreement for Public Adminstration Systems Software from Tyler Technologies, Inc. is hereby approved in substantially the form attached; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or his or her designee to execute said documents and any other related documents necessary or convenient to carry out the intent of said documents and this Order.

LICENSE AND SERVICES AGREEMENT

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

WHEREAS, Client is need of public administration systems software and did advertise a Request for Proposals # 5116 entitled "City of Portland, Maine Department of Information Technology Request for Proposals Public Administration Systems Software," dated March 2, 2016, as amended by Addendum #1 dated March 17, 2016, Addendum #2 dated March 22, 2016, and Addendum #3 dated March 31, 2016 (hereinafter, collectively, the "Request for Proposals" or "RFP"), copies of which are attached collectively as Exhibit G and made a part hereof; and

WHEREAS, Tyler has the requisite knowledge and technical ability to provide the required software and services and has submitted a proposal dated April 21, 2016 (the "Proposal"), a copy of which is attached as Exhibit H and made a part hereof; and

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

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

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** or "City" means the City of Portland, Maine.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in the Proposal, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the DocOrigin software embedded in the Tyler Forms processing module, and the BMI software embedded in the BMI hardware set forth in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

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

1.2 Without limiting the terms of Section 1.1, you understand and agree that the Postal Xpress, Transparency Portal and Tyler Notify modules set forth in the Investment Summary are licensed to you on a subscription basis. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your license to use the associated module will be suspended unless and until payment in full has been made.

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

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

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

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

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

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

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

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

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement. A sample timeline and project plan are provided for reference at Exhibit I.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours. In no event, however, will the actual fees billed to you for any line item in the Investment Summary exceed 120% of the estimate for that line item in the Investment Summary, except as otherwise agreed by you in writing and in advance.

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

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel

reservations, at least one (1) week in advance of commitments. Therefore, if you cancel services less than one (1) week in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within one (1) week of scheduled commitments.

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

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

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

8. Munis Disaster Recovery Services. For so long as you pay your then-current annual fee for Munis Disaster Recovery services, we will provide those services according to the terms of Exhibit E.

9. Tyler System Management Services. For so long as you pay your then-current annual fee for Tyler System Management services, we will provide those services according to the terms of Exhibit F.

SECTION D – MAINTENANCE AND SUPPORT

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

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

(i) receive the lowest priority under our Support Call Process;
(ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;

(iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
(iv) be charged for a minimum of two (2) hours of support services for every support call; and
(v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

To the extent you have purchased an EnerGov API from us, the following terms apply: EnerGov APIs are based on standard RESTful web services. We will provide you with all related then-current documentation and, upon reasonable request, agree to verify that those web service based APIs are functioning consistent with then-current documentation. If they are not so functioning, we will identify the root cause and, if we are the source of the root cause, we will resolve it for no additional fee beyond your then-current maintenance and support fees. If we are not the root cause, or if other support is requested by a third party on your behalf, then we will notify you of such request, provide you with an opportunity to approve or deny our acceptance of that support call and any related services, and/or quote to you the hours we expect our response to the support call to require at our then-current support services rates, as applicable. We will provide any requested and approved support on that time and materials basis. We are under no obligation to accept support calls from third parties on your behalf.

SECTION E – THIRD PARTY PRODUCTS

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

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

2. Third Party Software. Upon payment in full for the Tyler Software or Third Party Hardware, as applicable and as further described in the Invoicing and Payment Policy, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only.

   2.1 Your license rights to the Third Party Software will be governed by the Third Party Terms. The Third Party Terms for the DocOrigin software embedded in the Tyler Forms Processing module are set forth in Schedule 1 to Exhibit D. Notwithstanding anything to the contrary set forth therein, we are authorized to agree that any City dispute relating to the DocOrigin software shall be governed by the laws of Texas, and that jurisdiction and venue for any dispute arising out of or relating to the DocOrigin End User License Agreement shall be in a court in or serving Dallas County, Texas. The Third Party Terms for the BMI software embedded in the BMI hardware are set forth in Schedule 2 to Exhibit D.

   2.2 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

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

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

3. Third Party Products Warranties.

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

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

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

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

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

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

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

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

2. For Convenience. You shall have the right to terminate this Agreement at any time for convenience on thirty (30) days' prior written notice to us. If the Agreement is terminated by you for convenience, you shall pay us for all undisputed fees for services and software provided, expenses incurred, and materials purchased

pursuant to this Agreement prior to receipt of such notice, and any such fees or expenses incurred through the effective date of termination to the extent those fees or expense have been mutually agreed to. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees, except you shall be entitled to a prorated refund of prepaid but unused maintenance and support services.

3. Force Majeure. Either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees, except you shall be entitled to a prorated refund of prepaid but unused maintenance and support services.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

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

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

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

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

1.5 Our obligations under this section shall survive termination of this Agreement.

2. General Indemnification. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses, of whatever kind or nature (including costs of defense and reasonable attorney's fees) for (a) bodily injury, sickness, disease or death or property damage to the extent caused by any negligent or intentional act or omission by us, anyone directly or indirectly employed by us, or anyone for whose act we may be liable; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense. Our obligations under this paragraph shall survive 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 YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED TWO TIMES THE TOTAL FEES PAID UNDER THIS AGREEMENT AS OF THE TIME YOUR CLAIM. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

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

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000 per occurrence, $2,000,000 general aggregate; (b) Automobile Liability of at least $1,000,000 per occurrence; (c) Professional Liability of at least $1,000,000 per occurrence, $5,000,000 general aggregate; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000 general aggregate. We will provide you with a certificate of insurance reflecting you as certificate holder and evidencing the foregoing coverages upon our execution of this Agreement. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. On those policies, we will name you as an additional insured for coverage only on claims arising out of or relating to this Agreement and in those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available under the Maine Tort Claims Act, other Maine statutory law, judicial precedent or common law. No later than ten (10) business days after the Effective

Date, we will provide you a certificate of insurance evidencing such additional insured coverage, which certificate will say that the City of Portland, its officials, employees and agents are included as Additional Insureds under the general liability, auto liability, and excess/umbrella liability coverage where required by written contract. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. For all coverages, we shall maintain certificates evidencing all such coverages for so long as this Agreement is in effect. We agree to provide you with thirty (30) days' notice of termination of insurance.

SECTION I – GENERAL TERMS AND CONDITIONS

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

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

3. Rights in Data. All City data created and/or processed by you on the Tyler Software is and remains the property of Client and shall in no way become attached to the Tyler Software, and we shall not have any rights in or to such data.

4. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures. Section I(20) shall govern any dispute resolution procedure outside of the meetings and discussions that occur under this Section I(4).

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

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

7. 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.

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

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

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

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

12. 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. No “click to accept” or “shrink wrap” agreement that may be required for Client, its officers, employees or agents to access the software or services provided under this Agreement or its attachments shall apply to Client’s use of the software and services provided under this Agreement and its attachments.

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

14. 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.

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

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

intended receiving party of a change in address will be borne by the intended receiving party.

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

18. 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.

19. 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.

20. Governing Law; Construction; Jurisdiction. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. The parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine or the U.S. District Court for the District of Maine sitting in Portland, Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Courts.

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

22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. Contract Documents. Tyler will provide the software and services described herein in accordance with the

terms set forth this Agreement and in Exhibits A - I attached hereto. Exhibits A - I listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the Exhibits will be resolved in their listed order below, ***except that***, in the event of any conflict between this Agreement and the RFP/Proposal, the following order of priority will control: (a) the Agreement (including Exhibits A-F and I); (b) the Proposal; (c) the RFP, and provided that this Agreement and its Exhibits A-I shall be construed to be supplemental to one another to the extent possible, and without limiting the order of priority set forth above. For the avoidance of doubt, the parties agree that “conflict,” as referenced above, includes both actual/direct conflict, and implied/indirect conflict (such as the Agreement being silent on an issue or component that was addressed in the Proposal and/or RFP). The parties agree to interpret “conflict” reasonably, and to the extent there is a good faith dispute over whether a conflict exists, the parties will follow the process set forth in Section I(4).

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
	Schedule 1: DocOrigin EULA
	Schedule 2: BMI Terms
Exhibit E	Munis Disaster Recovery Services
	Schedule 1: Service Level Agreement
Exhibit F	Tyler System Management Services
Exhibit G	City of Portland, Maine Department of Information Technology Request for Proposals Public Administration Systems Software, RFP #5116 dated March 2, 2016, together with Addendum #1 dated March 17, 2016, Addendum #2 dated March 22, 2016, and Addendum #3 dated March 31, 2016
Exhibit H	Tyler Technologies’ April 21, 2016 Proposal
Exhibit I	Sample Timeline and Project Plan

SIGNATURE BLOCK FOLLOWS

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

Tyler Technologies, Inc.	City of Portland, Maine
By:____________________	By:____________________
Name:____________________	Name: Jon P. Jennings
Title:____________________	Title: City Manager
Date:____________________	Date:____________________
Address for Notices: Tyler Technologies, Inc. One Tyler Drive Yarmouth, ME 04096 Attention: Associate General Counsel	Address for Notices: City of Portland 389 Congress Street Portland, ME 04101 Attention City Manager and Corporation Counsel

Exhibit A
Investment Summary

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

REMAINDER OF PAGE INTENTIONALLY
LEFT BLANK

Quoted By:	Christine Lyden
Date:	10/25/2016
Quote Expiration:	4/5/2017
Quote Name:	City of Portland-ERP-Munis
Quote Number:	2016-23609
Quote Description:	City of Portland, ME Munis ERP - Contract Pricing - Revised 10-10-16

Sales Quotation For

City of Portland
389 Congress St
Portland, Maine 04101
Phone +1.207.874.8300

SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Days
Productivity:				
Tyler Notify				
TOTAL:	**$24,200.00**		**$24,200.00**	**0**

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Accounting/GL/BG/AP						
Bid Management						
BMI Asset Track Interface						
BMI CollectIT Interface						
Cash Management						
Contract Management						

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Employee Expense Reimbursement						
Fixed Assets						
Inventory						
Project & Grant Accounting						
Purchasing						
Standard Fuel Interface - SeeComments						
Work Orders, Fleet & Facilities Management						
Payroll/HR:						
Applicant Tracking						
HR Management						
Payroll w/ESS						
Professional Development						
Risk Management						
Revenue:						
Accounts Receivable						
Animal License						
Business License						
Central Property File						
CLT Interface						
General Billing						
Maplink GIS Integration						
Motor Vehicle Excise Tax						
ME Tax Lien						
Tax Billing						
Tyler Cashiering						
Utility Billing CIS						
Productivity:						

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Citizen Self Service						
eProcurement						
IVR Gateway						
Munis Analytics & Reporting						
Tyler Content Manager Auto Indexing and Redaction (Enterprise Edition)						
Tyler Content Manager Enterprise						
Tyler Forms Processing						
Tyler Meeting Manager for TCM (Enterprise Edition)						
Additional:						
CAFR Statement Builder						
EnerGov Citizen Access Portal						
EnerGov e-Reviews						
EnerGov ESRI Integration						
EnerGov iG Workforce Mobile						
EnerGov Intelligent Objects Automation						
EnerGov Permits & Inspections						
EnerGov Rental Property Landlord Management						
MUNIS Disaster Recovery Service						
Parking Tickets OPT 1 - Bills - E						
Parking Tickets Std Master - E						
Tyler Incident Management						
Tyler System Management Services Contract						
TOTAL:	**$487,886.00**	**650**	**$828,750.00**	**$183,200.00**	**$1,499,836.00**	**$60,000.00**

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
25% of Dedicated Project Manager (Monthly)				
50% of Dedicated Project Manager (Monthly)				
AP/PR Check Recon Import				
AP Positive Pay Export Format				
Custom Fuel Interface				
Development Services - (Reserve)				
EnerGov Gap Analysis				
EnerGov Permits & Code Forms Library (4 Forms)				
Install Fee - New Server Install-WIN				
Munis Admin & Security				
PR Positive Pay Export Format				
Tyler Forms Library - Business License				
Tyler Forms Library - Financial				
Tyler Forms Library - General Billing				
Tyler Forms Library - Payroll				
Tyler Forms Library - Personnel Action				
Tyler Forms Processing Configuration				
Tyler Forms Library - State Tax - 8 Forms				
Tyler Forms Library - Utility Billing				
Tyler Notify - Implementation				
TOTAL:				**$508,750.00**

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
BMI AssetTrak Additional Barcode/RFID Data Terminal (MC3190Z)							

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
BMI AssetTrak FA Bar Code/RFID Scanning System							
BMI CollectIT Barcode PrinterKit							
BMI CollectIT Inventory Bar Code Scanning System							
BMI Transtrak Fixed Asset Receiving System							
Cash Drawer							
Hand Held Scanner - Model 1900GSR							
Hand Held Scanner Stand							
ID Tech MiniMag USB Reader							
Power Supply							
Printer (TM-S9000)							
Tyler Notify IVR Plan (25,000 Minutes)							
Tyler Notify SMS Text Plan (25,000 Messages)							
Tyler Secure Signature System with 2 Keys							
TOTAL:				**$30,797.00**			**$0.00**

Summary	**One Time Fees**	**Recurring Fees**
Total SaaS per annum	$0.00	$24,200.00
Total Tyler Software	$487,886.00	$60,000.00
Total Tyler Services	$1,520,700.00	$0.00
Total 3rd Party Hardware, Software and Services	$30,797.00	$0.00
Summary Total	**$2,039,383.00**	**$84,200.00**
Contract Total	**$2,123,583.00**	

Summary

(Excluding Estimated Travel Expenses)

	One Time Fees	Recurring Fees
Estimated Travel Expenses	**$198,181.00**	

Optional Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
Parks and Recreation						
Work Order Opt 3 - Work Order History With Cost Data - F						
TOTAL:	**$17,952.00**	**13**	**$16,575.00**	**$6,500.00**	**$41,027.00**	**$8,078.00**

Optional Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Change Management Self Service				
Custom Desktop Manuals				
GAP Analysis Parks and Recreation				
Source Code Escrow				
TOTAL:				**$335,825.00**

Exhibit B
Invoicing and Payment Policy

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

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

1. Tyler Software.

   1.1 *License Fees*: License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% 180 days after the Available Download Date. Payment of total license fees ($487,886) within this timeframe contributes towards the Year 1 cap on license fees and professional services fees, as further described in paragraph 2 below.

   1.2 *Subscription Fees*: Your initial subscription fees for Tyler Notify are invoiced when we make the product available to you. Subsequent subscription fees are due annually in advance on the anniversary of that date at our then-current rates.

   1.2 *Maintenance and Support Fees*: Year 1 maintenance and support fees are waived through one (1) year from the Effective Date. Subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates. Notwithstanding the foregoing, we agree not to increase your maintenance and support fees by more than five (5) percent, year-over-year, through Year 10.

2. Professional Services. We agree not to invoice you more than $669,528.67 in license fees and professional services fees in each of Years 1-3 (($487,886 + $1,520,700) / 3). We therefore agree to the following caps on service fees, where a year begins on the Effective Date and each anniversary thereof, and where Year 1 accounts for the $487,886 you will pay as set forth in paragraph 1.1 above: Year 1 = $181,642.66; Year 2 = $669,528.67; Year 3 = $669,528.67. We will invoice you for the professional services we deliver, up to those caps, on the payment terms set forth below. To the extent we provide professionals services in a year where the cap has already been met, we will invoice you for those services on the first day of the first month of the immediately following year. To the extent you opt to make payments beyond those caps in any given year, we will adjust the caps for subsequent years, if any, as necessary.

   2.1 *Implementation, EnerGov Gap Analysis and Other Professional Services (including training and Tyler Notify Implementation)*: Implementation, EnerGov Gap Analysis, and other professional services (including training and Tyler Notify Implementation) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Dedicated Project Manager Services*: The Dedicated Project Manager services set forth in the Investment Summary will be billed monthly in arrears, triggered on the next full month after the first planning meeting for the project.

2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

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

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

2.7 *Development Services (Reserve)*: These services will be billed only if and as delivered at the rates set forth in the Investment Summary.

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

3.1 *Tyler Systems Management*: Systems Management Services are invoiced on the Available Download Date. Systems Management Services will renew automatically for additional one (1) year terms at our then-current Systems Management Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

3.2 *Munis Disaster Recovery Services*: Disaster Recovery Services are invoiced annually in advance upon our receipt of your data. Disaster Recovery services will renew automatically for additional one (1) year terms at our then-current Disaster Recovery fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

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

4.1 *Third Party Software License Fees*: License fees for Third Party Software are reflected in the fees for the Tyler Forms Processing Module and the BMI hardware. Please reference Section E(4) regarding maintenance of Third Party Software.

4.2 *Third Party Hardware*: Third Party Hardware costs are invoiced upon delivery.

4.3 *Tyler Notify Minutes and Messages*: Tyler Notify Minutes and Messages are invoiced when we make Tyler Notify available to you. Subsequent fees for minutes and messages, at our then-current rates, will be due when you request additional minutes and messages and they are made available to you.

5. Expenses*.* The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available. Notwithstanding anything to the contrary in this Agreement and its Exhibits, Client will not be responsible for any hotel, airfare, car rental, or mileage expenses for Tyler employees whose home office is either Tyler's Falmouth or Yarmouth office. You understand and agree that, while we will make every effort to staff this project out of those offices, we may require personnel whose home office is not either the Falmouth or Yarmouth office, in which case those types of travel expenses may be incurred by them and reimbursable according to this paragraph 5 by you.

Payment. Payment for undisputed invoices is due within 30 days of your receipt of the invoice. We prefer to receive payments electronically. Our electronic payment information is:

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

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

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

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

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

   B. Baggage Fees

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

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

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

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

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

4. Meals and Incidental Expenses

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

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

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

Exhibit C
Maintenance and Support Agreement

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

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.

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

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

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

   3.2 provide telephone support during our established support hours;

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

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

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

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services

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

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

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

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

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

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

Exhibit C
Schedule 1
Support Call Process

Support Channels

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

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

Support Resources

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

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

Support Availability

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

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

Issue Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

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

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

Incident Escalation

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

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

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

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

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

Remote Support Tool

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

Exhibit D
Schedule 1
DocOrigin End User License Agreement

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY **OF SOFTWARE LTD.** AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("**Agreement**" or "**EULA**") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "**You**") and OF Software Ltd. for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "**Software**"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. LICENSE TERMS

1.1 In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by OF Software Ltd., designed to provide unlocked access to the Software and its functionality.

1.2 **Evaluation License.** Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "**Evaluation Period**"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that OF Software Ltd. will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.

1.3 **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to download and install a copy of the Software from www.docorigin.com on a single machine and use for development and testing to create collateral deployable to Your production system(s). You are not entitled to use a development and testing license for live production purposes.

1.4 **Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by OF Software, the default license to the Software is a per-CPU license as described in A. below:

A. **Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer.

B. **Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.

C. **Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.

1.5 **Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.

1.6 **Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.

1.7 **Third-Party Software License Rights**. If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

2. LICENSE RESTRICTIONS

Any copies of the Software shall include all trademarks, copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy of the Software originally provided to You. You may not remove or alter any copyright, trademark and/or proprietary notices marked on any part of the Software or related documentation and must reproduce all such notices on all authorized copies of the Software and related documentation. You shall not sublicense, distribute or otherwise make the Software available to any third party (including, without limitation, any contractor, franchisee, agent or dealer) without first obtaining the written agreement of (a) OF Software Ltd. to that use, and (b) such third party to comply with this Agreement. You further agree not to (i) rent, lease, sell, sublicense, assign, or otherwise transfer the Software to anyone else; (ii) directly or indirectly use the Software or any information about the Software in the development of any software that is competitive with the Software, or (iii) use the Software to operate or as a part of a time-sharing service, outsourcing service, service bureau, application service provider or managed service provider offering. You further agree not to reverse engineer, decompile, or disassemble the Software.

3. UPDATES, MAINTENANCE AND SUPPORT

3.1 During the validity period of Your License Key, You will be entitled to download the latest version of the Software from the DocOrigin website www.docorigin.com. Use of any updates provided to You shall be governed by the terms and conditions of this Agreement. OF Software Ltd. reserves the right at any time to not release or to discontinue release of any Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.

3.2 On expiry of your maintenance and support contract, you will have the right to continue using the current version(s) of the Software which you downloaded prior to the date of expiry of your License Key. However, you will need to renew maintenance and support in order to receive a new License Key that will unlock the more current version(s) of the Software. For greater certainty, if you attempt to use an expired License Key to download the latest version of the Software, the Software will revert to being a locked, evaluation copy of that version of the Software.

4. INTELLECTUAL PROPERTY RIGHTS.

This EULA does not grant you any rights in connection with any trademarks or service marks of OF Software Ltd. or DocOrigin. All title and intellectual property rights in and to the Software, the accompanying printed materials, and any copies of the Software are owned by OF Software Ltd. or its suppliers. All title and intellectual property rights in and to the content that is not contained in the Software, but may be accessed through use of the Software, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. If this Software contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation.

5. DISCLAIMER OF WARRANTIES.

TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSED SOFTWARE AND TECHNICAL SUPPORT PROVIDED BY OF SOFTWARE LTD. HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT BY OF SOFTWARE LTD. OF SOFTWARE LTD. DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. OF SOFTWARE LTD. DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL MEET ANY OR ALL OF YOUR PARTICULAR REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

In certain jurisdictions some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.

6. **LIMITATIONS OF LIABILITY.**

6.1 TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OF SOFTWARE LTD. BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LEGAL EXPENSES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF OF SOFTWARE LTD. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

6.2 THE ENTIRE LIABILITY OF OF SOFTWARE LTD. AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY OF SOFTWARE LTD. IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID BY YOU FOR THE SOFTWARE, TECHNICAL SUPPORT OR SERVICES GIVING RISE TO THE CLAIM.

6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER OF SOFTWARE LTD. NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7. TERM AND TERMINATION

7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2 OF Software Ltd. may terminate this Agreement in the event of any breach by You if such breach has not been cured within five (5) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to OF Software Ltd. or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to OF Software Ltd. or its distributor.

7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within five (5) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to OF Software Ltd.

8. GENERAL PROVISIONS

8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.

8.2 **Severability**. If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

8.3 **Assignment**. You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without OF Software Ltd.'s prior written consent. OF Software Ltd. may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.

8.4 **Governing Law and Venue**. This Agreement shall be governed by the laws of the Province of Ontario. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.5 **Entire Agreement**. This Agreement is the entire understanding and agreement between You and OF Software Ltd. with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by OF Software Ltd. from time to time and the most recent version of the Agreement will be available on the OF Software website www.docorigin.com.

Last Updated: [July 18 2013]

Exhibit D
Schedule 2
BMI End User Documentation

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

End-User License Agreement (EULA) for AssetTrak ARS
Desktop Computer

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and the Manufacturer (BMI Systems Group) of the application software for the desktop version of "AssetTrak ARS.

Software Product License

The "AssetTrak ARS Software Product" is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The "AssetTrak ARS Software Product" is licensed, not sold.

1. **GRANT OF LICENSE.** This EULA grants you the following rights:
   * **Software.** You may install and use one copy of the "AssetTrak ARS Software Product" on (1) computer per license.

DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

***Limitations of Reverse Engineering, Decompilation and Disassembly.**You may not reverse engineer, decompile, or disassemble the "AssetTrak ARS Software Product", except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

*__Separation of Components.__ The "AssetTrak ARS Software Product" is licensed as a single product. Its component parts may not be separated for use on more than one computer.

*__Single Computer.__ "AssetTrak ARS Software Product" is licensed with a Computer as a single product.

*__Software Transfer.__ You may permanently transfer all of your rights under this EULA only as part of a transfer to a new computer if you transfer all of the "AssetTrak ARS Software Product" (including all component parts, the media and printed materials if applicable, the Certificate(s) or Authenticity), and the recipient agrees to the terms of this EULA. A second copy for backup only is permitted. Only (1) copy can be used at a time.

*__Termination.__Without prejudice to any other rights BMI System Group may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the "AssetTrak ARS Software Product" and all of its component parts.

3. **COPYRIGHT.** All title and copyrights in and to the "AssetTrak ARS Software Product" (including but not limited to any images, photographs, animations, video, audio, music, text, and "apples" incorporated into the" AssetTrak ARS Software Product" the accompanying printed materials, and any copies of the" AssetTrak ARS Software Product", are owned by BMI Systems Group or its suppliers. You may not copy the printed materials accompanying the "AssetTrak ARS Software Product". All rights not specifically granted under this EULA are reserved by BMI Systems Group.

4. **PRODUCT SUPPORT.** Product Support for the "AssetTrak ARS Software Product" is provided by BMI Systems Group or its subsidiaries. For product support, please refer to BMI's support number provided in the documentation for the software. Should you have any questions concerning this EULA, or if you desire to contact BMI Systems Group for any other reason, please refer to the address provided in the documentation for the "AssetTrak ARS Software Product".

5. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The "AssetTrak ARS Software Product" and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.277-7013 or sub-paragraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is BMI Systems Group, P.O. Box 6280, Chandler, AZ. 85246-6280

End-User License Agreement (EULA) for AssetTrak ARS Mobile Scanning Device

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and the Manufacturer (BMI Systems Group) of the application software for the MSD (Mobile Scanning Device) version of AssetTrak ARS.

Software Product License

The "AssetTrak ARS MSD Software Product" is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The "AssetTrak ARS MSD Software Product" is licensed, not sold.

1. **GRANT OF LICENSE.** This EULA grants you the following rights:

 * **Software.** You may install and use one copy of the "AssetTrak ARS MSD Software Product" on (1) Mobile Scanning Device per license.

DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

***Limitations of Reverse Engineering, Decompilation and Disassembly.**You may not reverse engineer, decompile, or disassemble the "AssetTrak ARS MSD Software Product", except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

*__Separation of Components.__ The "AssetTrak ARS MSD Software Product" is licensed as a single product. Its component parts may not be separated for use on more than one Mobile Scanning Device.

*__Single Computer.__ "AssetTrak ARS MSD Software Product" is licensed with a MSD (Mobile Scanning Device) as a single product.

*__Software Transfer.__ You may permanently transfer all of your rights under this EULA only as part of a transfer to a new MSD if you transfer all of the "AssetTrak ARS MSD Software Product" (including all component parts, the media and printed materials if applicable, the Certificate(s) or Authenticity), and the recipient agrees to the terms of this EULA.

*__Termination.__Without prejudice to any other rights BMI System Group may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the "AssetTrak ARS MSD Software Product" and all of its component parts.

3. **COPYRIGHT.** All title and copyrights in and to the "AssetTrak ARS MSD Software Product" (including but not limited to any images, photographs, animations, video, audio, music, text, and "apples" incorporated into the" AssetTrak ARS Software Product" the accompanying printed materials, and any copies of the" AssetTrak ARS MSD Software Product", are owned by BMI Systems Group or its suppliers. You may not copy the printed materials accompanying the "AssetTrak ARS MSD Software Product". All rights not specifically granted under this EULA are reserved by BMI Systems Group.

4. **PRODUCT SUPPORT.** Product Support for the "AssetTrak ARS MSD Software Product" is provided by BMI Systems Group or its subsidiaries. For product support, please refer to BMI's support number provided in the documentation for the software. Should you have any questions concerning this EULA, or if you desire to contact BMI Systems Group for any other reason, please refer to the address provided in the documentation for the "AssetTrak ARS MSD Software Product".

5. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The "AssetTrak ARS MSD Software Product" and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.277-7013 or sub-paragraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is BMI Systems Group, P.O. Box 6280, Chandler, Az. 85246-6280

End-User License Agreement (EULA) for Collect-IT
Desktop Computer

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and the Manufacturer (BMI Systems Group) of the application software for the desktop version of "Collect-IT.

Software Product License

The "Collect-IT Software Product" is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The "Collect-IT Software Product" is licensed, not sold.

1. **GRANT OF LICENSE.** This EULA grants you the following rights:

* **Software.** You may install and use one copy of the "Collect-IT Software Product" on (1) computer per license.

DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

***Limitations of Reverse Engineering, Decompilation and Disassembly.** You may not reverse engineer, decompile, or disassemble the "Collect-IT Software Product", except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

*__Separation of components.__ The "Collect-IT Software Product" is licensed as a single product. Its component parts may not be separated for use on more than one computer.

*__Single Computer.__ "Collect-IT Software Product" is licensed with Computer as a single product.

*__Software Transfer.__ You may permanently transfer all of your rights under this EULA only as part of a transfer to a new computer provided you retain the original copies, you transfer all of the "Collect-IT Software Product" (including all component parts, the media and printed materials, any upgrades, this EULA and, if applicable, the Certificate(s) or Authenticity), and the recipient agrees to the terms of this EULA. If the "Collect-IT Software Product" is an upgrade, any transfer must include all prior versions of the "Collect-IT Software Product"

*__Termination.__ Without prejudice to any other rights BMI System Group may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the "Collect-IT Software Product" and all of its component parts.

3. **COPYRIGHT.** All title and copyrights in and to the "Collect-IT Software Product" (including but not limited to any images, photographs, animations, video, audio, music, text, and "apples" incorporated into the "Collect-IT Software Product" the accompanying printed materials, and any copies of the "Collect-IT Software Product", are owned by BMI Systems Group or its suppliers. You may not copy the printed materials accompanying the "Collect-IT Software Product". All rights not specifically granted under this EULA are reserved by BMI Systems Group.

4. **PRODUCT SUPPORT.** Product Support for the "Collect-IT Software Product" is provided by BMI Systems Group or its subsidiaries. For product support, please refer to BMI's support number provided in the documentation for the software. Should you have any questions concerning this EULA, or if you desire to contact BMI Systems Group for any other reason, please refer to the address provided in the documentation for the "Collect-IT Software Product".

5. **U.S.GOVERNMENT RESTRICTED RIGHTS.** The "Collect-IT Software Product" and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.277-7013 or sub-paragraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is BMI Systems Group, P.O. Box 6280, Chandler, z. 85246-6280

End-User License Agreement (EULA) for Collect-IT (MSD) Mobile Scanning Device

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and the Manufacturer (BMI Systems Group) of the application software for the (MSD) Mobile Scanning Device version of "Collect-IT.

Software Product License

The "Collect-IT MSD Software Product" is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The "Collect-IT MSD Software Product" is licensed, not sold.

1. **GRANT OF LICENSE.** This EULA grants you the following rights:

* **Software.** You may install and use one copy of the "Collect-IT MSD Software Product" on (1) MSD per license.

DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

***Limitations of Reverse Engineering, Decompilation and Disassembly.**You may not reverse engineer, decompile, or disassemble the "Collect-IT MSD Software Product", except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

*__Separation of components.__ The "Collect-IT MSD Software Product" is licensed as a single product. Its component parts may not be separated for use on more than one Mobile Scanning Device.

*__Single Mobile Scanning Device.__ "Collect-IT MSD Software Product" is licensed with Mobile Scanning Device as a single product.

*__Software Transfer.__ You may permanently transfer all of your rights under this EULA only as part of a transfer to a new Mobile Scanning Device provided you retain the original copies, you transfer all of the "Collect-IT MSD Software Product" (including all component parts, the media and printed materials, any upgrades, this EULA and, if applicable, the Certificate(s) or Authenticity), and the recipient agrees to the terms of this EULA. If the "Collect-IT MSD Software Product" is an upgrade, any transfer must include all prior versions of the "Collect-IT MSD Software Product"

*__Termination.__Without prejudice to any other rights BMI System Group may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the "Collect-IT MSD Software Product" and all of its component parts.

3. **COPYRIGHT.** All title and copyrights in and to the "Collect-IT MSD Software Product" (including but not limited to any images, photographs, animations, video, audio, music, text, and "apples" incorporated into the "Collect-IT MSD Software Product" the accompanying printed materials, and any copies of the "Collect-IT MSD Software Product", are owned by BMI Systems Group or its suppliers. You may not copy the printed materials accompanying the "Collect-IT MSD Software Product". All rights not specifically granted under this EULA are reserved by BMI Systems Group.

4. **PRODUCT SUPPORT.** Product Support for the "Collect-IT MSD Software Product" is provided by BMI Systems Group or its subsidiaries. For product support, please refer to BMI's support number provided in the documentation for the software. Should you have any questions concerning this EULA, or if you desire to contact BMI Systems Group for any other reason, please refer to the address provided in the documentation for the "Collect-IT MSD Software Product".

5. **U.S.GOVERNMENT RESTRICTED RIGHTS.** The "Collect-IT MSD Software Product" and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Mobile Scanning Device Software clause at DFARS 252.277-7013 or sub-paragraphs (c)(1) and (2) of the Commercial Mobile Scanning Device Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is BMI Systems Group, P.O. Box 6280, Chandler, z. 85246-6280

PC End-User License Agreement (EULA) for TransTrak PPC

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and the Manufacturer (BMI Systems Group) of the application software for the desktop version of "TransTrak PPC.

Software Product License

The "TransTrak PPC Software Product" is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The "TransTrak PPC Software Product" is licensed, not sold.

1. **GRANT OF LICENSE.** This EULA grants you the following rights:

   * **Software.** You may install and use one copy of the "TransTrak PPC Software Product" on (1) computer per license.

DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

***Limitations of Reverse Engineering, Decompilation and Disassembly.** You may not reverse engineer, decompile, or disassemble the "TransTrak PPC Software Product", except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

***Separation of Components.** The "TransTrak PPC Software Product" is licensed as a single product. Its component parts may not be separated for use on more than one computer.

***Single Computer.** "TransTrak PPC Software Product" is licensed with a Computer as a single product.

***Software Transfer.** You may permanently transfer all of your rights under this EULA only as part of a transfer to a new computer if you transfer all of the "TransTrak PPC Software Product" (including all component parts, the media and printed materials if applicable, the Certificate(s) or Authenticity), and the recipient agrees to the terms of this EULA. A second copy for backup only is permitted. Only (1) copy can be used at a time.

***Termination.** Without prejudice to any other rights BMI System Group may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the "TransTrak PPC Software Product" and all of its component parts.

3. **COPYRIGHT.** All title and copyrights in and to the "TransTrak PPC Software Product" (including but not limited to any images, photographs, animations, video, audio, music, text, and "apples" incorporated into the "TransTrak PPC Software Product" the accompanying printed materials, and any copies of the "TransTrak PPC Software Product", are owned by BMI Systems Group or its suppliers. You may not copy the printed materials accompanying the "TransTrak PPC Software Product". All rights not specifically granted under this EULA are reserved by BMI Systems Group.

4. **PRODUCT SUPPORT.** Product Support for the "TransTrak PPC Software Product" is provided by BMI Systems Group or its subsidiaries. For product support, please refer to BMI's support number provided in the documentation for the software. Should you have any questions concerning this EULA, or if you desire to contact BMI Systems Group for any other reason, please refer to the address provided in the documentation for the "TransTrak PPC Software Product".

5. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The "TransTrak PPC Software Product" and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.277-7013 or sub-paragraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is BMI Systems Group, P.O. Box 6280, Chandler, AZ. 85246-6280

MSD End-User License Agreement (EULA) for TransTrak PPC

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and the Manufacturer (BMI Systems Group) of the application software for the Mobile Scanning Device "TransTrak Software Product Version 5.x " pre-loaded as TransTrak routines into a Windows Mobile OS Mobile Scanning Device.

If the BMI supplied "TransTrak Software Product Version 5.x " is **not** accompanied by a BMI registered serial # for the Mobile Scanning device, you may **not** disclose, use or copy the "TransTrak Software Product Version 5.x " , the associated media, any printed materials, and any "online" or electronic documentation. By installing, copying, or otherwise using the"TransTrak Software Product Version 5.x ", and accepting a registration code number issued by an authorized BMI employee, you agree to be bound by the terms of this EULA. If you do not agree to the terms of the EULA, BMI Systems Group is unwilling to license the "TransTrak Software Product Version 5.x " on the Windows Mobile OS Mobile Scanning Device to you. In such event, you may not use or copy the "TransTrak Software Product Version 5.x " and you should promptly contact the party you purchased the Windows Mobile OS Mobile Scanning Device from for instructions on return of the unused products for a refund.

Software Product License

The "TransTrak Software Product Version 5.x " is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The "TransTrak Software Product Version 5.x " is licensed, not sold.

1.**GRANT OF LICENSE.** This EULA grants you the following rights:

* **Software.** You may install and use one copy of the "TransTrak Software Product Version 5.x " on each supported Mobile Scanning Device if the supported Windows Mobile OS Mobile Scanning Device is purchased from BMI Systems Group and BMI Systems Group has recorded the device serial #.

DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

***Limitations of Reverse Engineering, Decompilation and Disassembly.**You may not reverse engineer, decompile, or disassemble the "TransTrak Software Product Version 5.x ", except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

*__Separation of Components.__The "TransTrak Software Product Version 5.x " is licensed as a single product. Its component parts may not be separated for use on more than one computer.

*__Single Computer.__ "TransTrak Software Product Version 5.x " is licensed with the Windows Mobile OS Mobile Scanning Device as a single product. The "TransTrak Software Product Version 5.x " may only be used with each Windows Mobile OS Mobile Scanning Device programmed and sold and by BMI Systems Group.

*__Rental.__ You may rent or lease the "TransTrak Software Product Version 5.x " with a separate agreement.

*__Software Transfer.__ You may permanently transfer all of your rights under this EULA only as part of a sale or transfer of the Windows Mobile OS Mobile Scanning Device, provided you retain the copies, you transfer all of the "TransTrak Software Product Version 5.x " (including all componet parts, the media and printed materials, any upgrades, this EULA and, if applicable, the Certificate(s) or Authenticity), and the recipient agrees to the terms of this EULA. If the "TransTrak Software Product Version 5.x " is an upgrade, any transfer must include all prior versions of the "TransTrak Software Product Version 5.x "

*__Termination.__Without prejudice to any other rights BMI System Group may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the "TransTrak Software Product Version 5.x " and all of its component parts.

3.**COPYRIGHT.** All title and copyrights in and to the "TransTrak Software Product Version 5.x " (including but not limited to any images, photographs, animations, video, audio, music, text, and "apples" incorporated into the"TransTrak Software Product Version 5.x ", the accompanying printed materials, and any copies of the"TransTrak Software Product Version 5.x ", are owned by BMI Systems Group or its suppliers. You may not copy the printed materials accompanying the"TransTrak Software Product Version 5.x ". All rights not specifically granted under this EULA are reserved by BMI Systems Group.

4.**PRODUCT SUPPORT.** Product Support for the "TransTrak Software Product Version 5.x " is provided by BMI Systems Group or its subsidiaries. For product support, please refer to BMI's support number provided in the documentation for the software. Should you have any questions concerning this EULA, or if you desire to contact BMI Systems Group for any other reason, please refer to the address provided in the documentation for the"TransTrak Software Product Version 3.x ".

3.**U.S.GOVERNMENT RESTRICTED RIGHTS.** The "TransTrak Software Product Version 5.x " and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 232.277-7013 or sub-paragraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 32.227-19, as applicable. Manufacturer is BMI Systems Group, P.O. Box 6280, Chandler, AZ. 85246-6280

BMI Software Applications Maintenance Agreement

We understand that when you purchase one on our (ADCS) Automated Data Collection Systems or (ADMS) Automated Data Management Systems from BMI Systems Group, you expect it to work.

While our systems do perform properly, you may need assistance with the installation of the software or help in using the system itself. One year of BMI Annual Support is included with each System Kit sold by BMI or our resellers.

With a BMI annual support agreement, you get the help you need and more!

We understand that service and support are key factors to successful solution implementation. Our focus is to ensure our customers have an exceptional experience with their BMI products and services. BMI invests in building unmatched technical support teams to provide the best possible service to our partners and customers.

Up to (1) hour of phone installation support per Desktop installation

Unlimited support for the desktop application after initial installation

Unlimited support for BMI applications that are installed on the (MSD) Mobile Scanning Device

Unlimited email support during support period

Free software maintenance releases for the Desktop and MSD Applications during support period

Our PC Tutor program is available at an additional cost. PC Tutor is our remote Desktop Access System for up to 4 hours of remote low-cost training classes to help you become a pro with your system

Access to certified BMI technicians 9 hours daily, (6:30 to 4:30 AZ Time), (Mon-Fri) Guarantee that 90% of the time, you'll talk to a human, not a voicemail. Low-cost training classes to help you become a pro with your system

By maintaining annual support, BMI Systems Group can help keep your system operate effectively; provide additional training for your staff and solve any problems that might arise before, during and after implementation of your system.

Contact BMI Sales to renew or sign up for annual support.

Unitech Standard Warranty – PA 992

Standard Warranty

Unitech warrants its products to be free from defects in material and workmanship during the warranty period.

- **Length of Warranty Coverage**

Products are warranted for a minimum of 1 year. Where stated in writing on www.ute.com, some products carry additional years of warranty coverage. All cables, batteries, power supplies, and other accessories included with, or purchased separately from, the main product are covered under the Unitech Accessories Warranty for a period of 90 days.

- **Whom the Warranty Protects**

This warranty is valid only for the first consumer purchase. Customers may be required to provide proof of original purchase.

The following conditions or circumstances are not covered under the terms of Unitech's Standard Warranty plan:

1. Cost of shipment to Unitech.
2. Unitech is unable to deliver to a P.O. Box and FPO addresses.
3. Any product on which the serial number has been defaced, modified, or removed.
   Unitech is not liable for direct, indirect, consequential or incidental damages arising out of the use of or inability to use such product(s), even if Unitech has been advised of the possibility of such damages.
4. Damage, deterioration, or malfunction resulting from:
   Accident, misuse, neglect, fire, water, disaster, lightning, or other acts of nature, operation or storage of product outside the environmental specifications listed for the product, or failure to follow instructions supplied with the product.
   Attempted repair by anyone not authorized by Unitech or unauthorized product modification.
   Products lost, stolen or discarded by customer or damage due to shipment.
   Causes external to the product, such as electric power fluctuations or failure and/or tampering with internal circuitry.
   Use of supplies or parts not meeting Unitech's specifications.
   Customer-caused defects, including but not limited to: cracked LCD, scratched LCD, blemished LCD (dark spot larger than 1/16 inch), or scratched / defaced / altered product parts.
   Normal wear and tear or any other cause which does not relate to a product defect.
   Removal, installation, and set-up service charges.

Products out of Warranty

Products that are deemed outside the Standard Warranty coverage are subject to prepaid fees that include but are not limited to:

1. Product problem diagnosis.
2. Cost of replacement parts.
3. Labor cost.
4. Return shipping costs.

Exhibit E
Munis Disaster Recovery Services

Disaster Recovery ("DR") Services are provided according to the following terms and conditions:

1. Definitions. All defined terms not otherwise defined below shall have the meaning set forth in Section 1 of the Agreement:

   1.1. **Business Days:** Monday through Friday, excluding Holidays.

   1.2. **Business Hours:** 8 AM – 6 PM (EST) on Business Days.

   1.3. **Disaster:** An unplanned event that is not within the reasonable control of the City which results in the failure of the Tyler Software to perform Critical Processes, as defined in the Parties' mutually agreed to Disaster Recovery Plan, further described below. A Disaster is *not* a hardware or network failure that would have been avoided with reasonable diligence and maintenance in accord with industry standards, a failure subject to a then-current Maintenance and Support Agreement or other Tyler-City agreement, or a failure that can be remedied in less than sixteen (16) business hours.

   1.4. **Holiday**: A Tyler-observed holiday that falls on what would otherwise be a Business Day. Tyler currently observes the following holidays: New Year's Day (January 1), Memorial Day (observed), Independence Day (July 4), Labor Day (observed), Thanksgiving Day, Day after Thanksgiving Day, Christmas Day (December 25).

   1.5. **Recovery Point Objective ("RPO"):** Amount of time since last successful data transfer. With successful nightly transfer of data, RPO unencrypted City data would be no more than twenty-four (24) hours.

   1.6. **Recovery Time Objective ("RTO"):** Twenty-four (24) business hours after receipt Disaster declaration for unencrypted City data not exceeding one (1) terabyte in size, for Critical Users using Critical Processes. RTO for City data that is encrypted and/or one (1) terabyte in size or greater shall be mutually agreed, specified and incorporated into the Disaster Recovery Plan.

2. Term. Tyler shall provide DR Services as set forth in this Exhibit for so long as the City is timely paying its then-current annual DR fees, as set forth in the Invoicing and Payment Policy. Should the City opt to terminate DR Services, the City must provide at least thirty (30) days' advance written notice to Tyler prior to the conclusion of the then-current term. In the event the City terminates its Maintenance and Support Agreement with Tyler, DR Services shall be terminated simultaneously.

3. Scope. Prior to the declaration of a Disaster, if any, all DR Services shall be provided remotely. DR Services shall be provided on the Tyler Software. In the event the Disaster results in damage to City's server(s) and a

re-installation of the Tyler Software is required as a result of such damage, Tyler shall re-install the Tyler Software free of charge if the City is enrolled in Tyler's System Management Services. Otherwise, such re-installation shall be obtained from Tyler at its then-current installation services rates. Tyler DR staff will contact the City within twelve (12) Business Hours of any such reinstallation for reinstallation of DR software. City's use of the Tyler Software remains subject to the terms and conditions set forth in the Agreement. Tyler shall support prior releases of the Tyler Software in accordance with Tyler's Release Life Cycle Policy. The DR Services will be performed consistent with the estimated schedule mutually agreed to by the Parties.

4. City Requirements. In order for Tyler to provide DR Services pursuant this Agreement, the City shall:

   4.1 Provide high speed internet access, including upload bandwidth sufficient for complete nightly data transfers to comply with applicable RPO;
   4.2 Comply with then-current minimum hardware and network requirements as specified on Tyler's support website;
   4.3 Maintain security and access privileges for Tyler to receive data transfer and reasonably perform activities reasonably necessary for Tyler to provide DR Services;
   4.4 Accept responsibility for the data files, selection and implementation of controls for City's location, and security of the stored data;
   4.5 Permit installation of DR software required for provision of DR Services in accord with these provisions, as reasonably determined by Tyler;
   4.6 Obtain and provide project requirements, data, decisions and approvals within five (5) Business Days of request and, in the event of a delay, relieve Tyler of its responsibility for the affected DR Service until City performs that obligation
   4.7 Reasonably notify Tyler in advance of any changes in City's network or applicable law or policy that impacts Tyler's ability to deliver DR Services; and
   4.8 Declaring a Disaster by calling Tyler at Tyler's then-current support hotline. Tyler's current support hotline is (207) 781-2260 or (800) 772-2260. The City must clearly state that CITY IS DECLARING A DISASTER.

5. Disaster Recovery Plan. The DR Plan is a mutually drafted document which provides additional details regarding the DR Services. An initial draft must be prepared within ninety (90) days of Tyler's receipt of City Data. The parties' responsibilities with respect to the DR Plan are further defined below.

   5.1 Shared Responsibilities:

      5.1.1 Identify critical users for DR Services. There is a maximum number of 30.
      5.1.2 Identify Critical Processes.
      5.1.3 Identify integrations that will be made available from a Tyler hosting facility in the event of a Disaster, if any.
      5.1.4 Confirm RTO.
      5.1.5 Define recovery processes for post-Disaster operations, if requested by City.
      5.1.6 Appoint a City Project Manager and a Tyler Project Manager authorized to make decisions, receive communications, and coordinate performance according to the terms of this Exhibit.
      5.1.7 Coordinate Change Orders to document written descriptions of mutually agreed to changes to the DR Plan. In the event the Change Order is subject to additional fees, the Tyler will provide a

quote for such change in service and will only perform according to that change, and subject to those fees, upon the City's written approval.

5.2 Tyler's Responsibilities:

5.2.1 Coordinate activities associated with transfer of data to Tyler's data center.
5.2.2 Document DR strategy for Critical Processes.
5.2.3 Review the DR Plan with City.
5.2.4 Provide reasonable guidance for DR policies and procedures.
5.2.5 Identify modules, databases, applications, and files required for DR Services.

5.3 City's Responsibilities:

5.3.1 Provide remote access to City's Tyler database server for analysis and configuration of data transfer.
5.3.2 Provide network support if required to enable transfer of data from City's server to the Tyler data center.
5.3.3 Provide PCs and high-speed modems for access from City's alternate processing location, if required.
5.3.4 Provide technical resources to configure remote access PCs, including Tyler supplied application software, if reasonably required to receive DR Services.
5.3.5 Provide a chain of command document for communication during a Disaster.
5.3.6 Maintain and integrate the DR Plan with City's comprehensive disaster recovery plan.

6. <u>DR Services During A Disaster</u>.

6.1 Upon declaration of a Disaster, Tyler shall provide DR Services from one of its hosting facilities for the duration of the Disaster, not to exceed thirty (30) consecutive Business Days. Use of Tyler's data center in excess of such period shall require the parties to execute a Change Order detailing the duration of the extension and the additional cost associated therewith.
6.2 Hosting services during a Disaster will be provided in accord with Tyler's then-current Service Level Agreement. A copy of Tyler's current Service Level Agreement is provided at Schedule 1 to this Exhibit E. Any credits issued to City will be based on the total DR fee paid for the then-current term.
6.3 Processing Assistance During a Disaster includes, as necessary:

6.3.1 Print Output: Payroll Checks, Retirement Checks, and Accounts Payable Checks.
6.3.2 In the event print output is required to be sent non-electronically, City shall bear the cost of shipment.
6.3.3 Transfer of Automated Clearing House ("ACH") Files to bank on City's behalf. Transfer may require pre-notification by City to bank.

6.4 City's receiving DR Services during a Disaster receive priority access to Tyler application support.
6.5 City's Critical Processes will be accessible by Critical Users in accord with the applicable RTO.

7. <u>Data Transfer</u>. The electronic transfer solution provides nightly (between the hours of 8 PM and 6 AM) transfer and archiving of City Data residing in the Tyler Software and is subject to the following conditions:

7.1 Process:

- 7.1.1 Initial data transfer may require portable disk.
- 7.1.2 City shall provide to Tyler any required encryption key (or other comparable device), including the right to back-up such key (or device), required to access the transferred data.
- 7.1.3 Tyler Disaster Recovery staff will monitor status of data transfers on Business Days.
- 7.1.4 In the event of two (2) consecutive data transfer failures, Tyler will timely provide notice to City in order to commence troubleshooting.
- 7.1.5 Tyler will provide transfer report related to City data transfer upon request.

7.2 Limitations:

- 7.2.1 Data transferred shall include only items essential to provision of DR Services.
- 7.2.2 Data transferred to Tyler as part of DR Services is not available for City's data retrieval or restoration not associated with the DR Services provided by Tyler. Tyler may provide data transferred by City on an exception basis, upon request.
- 7.2.3 Third Party Products shall not be included in data transfer or the DR Services.
- 7.2.4 Only production databases are backed up.
- 7.2.5 Data from the last seven (7) successful data transfers are retained by Tyler.
- 7.2.6 Total data storage is limited to 200 gigabytes ("GB"). Storage limit may be increased in 200 GB increments by mutual agreement and at additional cost.
- 7.2.7 Tyler is not responsible for the integrity of the data provided by City to Tyler. Tyler will use the most current viable data to restore City's Critical Processes.
- 7.2.8 Tyler shall have no liability for failure of data transfers not solely caused by Tyler.

7.3 Access:

- 7.3.1 Tyler may use select information from the City database for internal research and analysis and no other purposes, other than performing under the Agreement.
- 7.3.2 To the extent the database contains confidential information, Tyler shall keep confidential such information in accordance with the confidentiality provisions of the Agreement.

8. Annual Disaster Recovery Test. The parties may review and test the DR Service on an annual basis, and on thirty (30) days' advance written notice or request. The City must provide a list of users who will take part in the test. The test shall not exceed two (2) consecutive weeks. In the event the initial test is not mutually agreed to as successful, the Parties will re-conduct the test on these same terms.

9. Exclusions

9.1 Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.
9.2 The DR Services shall not be used to replace required on-site backups of City data for Tyler Software.

9.3 The fee paid for DR Services do not include, and City is responsible for the costs associated with:

- 9.3.1 Hardware and/or software necessary to remotely access Tyler's data center, and any and all on-site services. City may request and purchase on-site services at Tyler's then-current rates.

9.3.2 In the event City requests Tyler to hand-deliver or courier the critical processes output (such as payroll checks), the cost of such special delivery shall be borne by City and payable thirty (30) days from receipt of invoice.

Exhibit E
Schedule 1
Service Level Agreement

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

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

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

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

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

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. Tyler sets Service Availability goals and measures whether it has met those goals by tracking Attainment.

a. City Responsibilities

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

The City must document, in writing, all Downtime that it experienced during a calendar quarter. The City will endeavor to deliver such documentation to us within 30 days of a calendar quarter's end, and in all events no later than 60 days after a calendar quarter's end. The City's failure to do so timely does not imply or constitute a waiver of any of the City's rights under this Agreement; however, the City acknowledges that any delay in providing the documentation will result in a delay in providing any relief under this Service Level Agreement.

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

b. Tyler Responsibilities

When Tyler's support team receives a call from the City that a Downtime has occurred or is occurring, Tyler will work with the City 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 City to resume normal operations.

Upon timely receipt of the City's Downtime report, Tyler will compare that report to Tyler's own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to the City's Downtime report within 30 day(s) of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide the City with the relief set forth below.

c. City Relief

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

Issuing of such credit does not relieve Tyler of its obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, the City's credits will be reissued.

In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply:

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

The City may request 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 City.

V. Force Majeure

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

Exhibit F
Tyler System Management Services ("TSM")

Invoice to: City of Portland, ME ("CUSTOMER")	Contact: INSERT
Address: INSERT	Telephone: INSERT

CUSTOMER agrees to purchase, and Tyler Technologies, Inc. ("TYLER") agrees to provide, the services listed below in accordance with the following terms and conditions.

I. Term of Agreement:

This Tyler Systems Management Agreement (herein "TSM Agreement") is effective as of the Available Download Date of the License and Services Agreement ("Agreement") between TYLER and the CUSTOMER and shall remain in force for an initial one (1) year term. Upon expiration of that initial term, the TSM Agreement will automatically renew for additional one year terms, at Tyler's then-current rates, so long as CUSTOMER pays the corresponding invoice, and unless terminated by either party at least thirty (30) days' in advance of the upcoming renewal date.

The headings used in the TSM Agreement are for reference purposes only and shall not be deemed a part of this TSM Agreement.

II. Scope of the Agreement:

Both parties acknowledge that this TSM Agreement covers only the services described below, for the internal business operations of:

City/Town School County Other

III. Payment:

1. As set forth in the Invoicing and Payment Policy (Exhibit B to the Agreement), CUSTOMER agrees to pay TYLER the year one fee for the services described below. This payment is due and payable as indicated in Exhibit B. Thereafter, payments for any renewal period will be due annually in advance. Payment terms are net forty-five (45) days from invoice date.

2. Additional Charges. Any systems management services and/or related materials performed or supplied by TYLER for CUSTOMER that are not in-scope, as defined herein, will be invoiced to CUSTOMER on a time and materials basis at TYLER'S then-current rates.

IV. Covered System:

Servers that are required to run the Tyler application.

V. Scope of Services: TYLER will provide the following services for the benefit of CUSTOMER:

a. TYLER SYSTEMS MANAGEMENT Service is available during TYLER's then-current business hours. TYLER'S current business hours are set forth at http://www.tylertech.com/client-support. CUSTOMER may contact a TSM technician using the contact information set forth at http://www.tylertech.com/client-support. Calls will be recorded and answered on a first in first out basis, except on reports that declare CUSTOMER's system down, in which case CUSTOMER's call will be moved to the head of the queue

b. TSM services are restricted to the primary production server(s) that the Tyler Software subject to this TSM Agreement is installed on. In cases where a stand-by server is employed, the stand-by server is included within the scope of this TSM Agreement, as long as the stand-by server is only used in the event of the primary production server failing.

c. Database: Database administration services are restricted to three TYLER databases: one live database, one training database, and one test database.

    (1) In cases where additional databases exist, each additional database will be subject to additional fees, which TYLER will quote to CUSTOMER at TYLER's then-current rates.

d. Application Software: In-scope TSM services include two complete sets of the Tyler Software subject to this TSM Agreement: one live set and one test/train set.

e. Required Foundation Software: TSM services include the support and installation of all foundation software TYLER requires CUSTOMER to procure to utilize one live, one train and one test database. Required foundation software is set forth at https://check.tylertech.com/. TYLER does not support, and this TSM Agreement does not include support services for, any Microsoft product that is not required foundation software. TYLER will reasonably cooperate with CUSTOMER in investigating issues within the Tyler Software that may be created by a Microsoft product, but it is CUSTOMER's responsibility to pursue support on Microsoft products directly from Microsoft or its authorized partners.

f. TYLER will also perform system administrative tasks on the installed operating system and database administrative tasks on the installed database engine software.

g. TYLER will also provide a remote installation and configuration of a new or upgraded server, at CUSTOMER'S request, once every two (2) years.

VI. CUSTOMER Responsibilities:

a. CUSTOMER shall provide, at no charge to TYLER, full and free access to the programs covered hereunder, including working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.

b. CUSTOMER shall install and maintain for the duration of this TSM Agreement a stable high speed network connection available for remote connections. CUSTOMER shall pay for installation, maintenance and use of such equipment and associated communication line use charges. TYLER, at its option, shall use this remote interface in connection with error correction.

VI. General

a. **Non-Assignability:** CUSTOMER shall not have the right to assign or transfer its rights hereunder to any party.

b. **Excused Non-Performance:** TYLER shall not be responsible for delays in servicing the products covered by this TSM Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.

c. **Limitation of Liability:** TYLER'S liability hereunder shall not exceed CUSTOMER'S actual, direct damages, not to exceed two (2) times the TSM services fees paid for the year in which CUSTOMER'S claim accrues. CUSTOMER SHALL NOT, IN ANY EVENT, BE ENTITLED TO, AND TYLER SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF TYLER TECHNOLOGIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IRRESPECTIVE OF THE NATURE OF CUSTOMER'S CLAIM.

d. **Governing Law:** This TSM Agreement shall be governed by, and construed in accordance with, the laws of CUSTOMER's state of domicile. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision.

e. **Modification of this Contract:** No modifications or amendment of this TSM Agreement shall be effective unless set forth in writing and signed by both CUSTOMER and TYLER.

f. **Suspension:** Support and services will be suspended whenever CUSTOMER's account is thirty (30) days overdue. Support and services will be reinstated when CUSTOMER's account is made current by paying all past due fees.

g. **Reservation of Rights**: TYLER reserves all right, title and interest, including but not limited to intellectual property rights, in and to the Tyler Software, the TSM services, and any services or deliverables related thereto, except as expressly set forth in this TSM Agreement.

h. **Authorization**. Signature by CUSTOMER and TYLER of the License and Services Agreement to which this TSM Agreement is an exhibit shall constitute authorized endorsement of the terms and conditions of this TSM Agreement. No additional signature by either party on this Exhibit F is required.

Exhibit G
City of Portland, Maine Department of Information Technology Request for Proposals

Public Administration Systems Software, RFP #5116 dated March 2, 2016, together with Addendum #1 dated March 17, 2016, Addendum #2 dated March 22, 2016, and Addendum #3 dated March 31, 2016

ON FILE WITH CITY OF PORTLAND'S FINANCE DEPARTMENT

Exhibit H
Tyler Technologies' April 21, 2016 Proposal

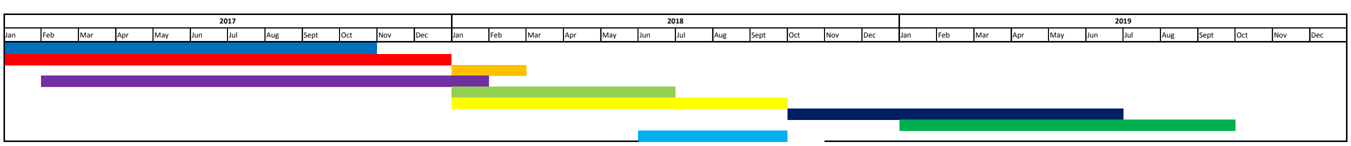
ON FILE WITH CITY OF PORTLAND'S FINANCE DEPARTMENT

Exhibit I
Sample Timeline and Project Plan

Proposed Project Planning- City of Portland, ME

Phase		Phase Target Start	Phase Target Live	#mos
1- Financials	General Ledger, Budget, Accounts Payable, Purchasing, Bid Mgmt, Contract Mgmt, Cash Mgmt, Project/Grant Accounting, Accounts Receivable, General Billing, Tyler Cashiering, eProcurement	1/1/2017	11/1/2017	10
2- Payroll/HR	Payroll, HR, Employee Self-Service, Employee Expense Reimbursement, Risk Mgmt	1/1/2017	1/1/2018	12
3- Transparency Portal	Transparency Portal	1/1/2018	3/1/2018	2
4- Community Development	Community Development	2/1/2017	2/1/2018	12
5-Work Orders, Fleet & Facilities, Other	Work Orders, Fleet & Facilities, Inventory, Fixed Asset, BMI Asset Track & CollectIT Interface, Tyler Incident Management, Standard Fuel Interface, CAFR	1/1/2018	7/1/1018	6
6- Utility Billing	Utility Billing, IVR, Citizens Self-Service, Tyler Notify, Central Property File, Maplink GIS, IVR Gateway	1/1/2018	10/1/2018	9
7- Tax Billing	Tax Billing, Motor Vehicle, CLT Interface, Tax Lien	10/1/2018	7/1/2019	9
8- Other Revenue	Business License, Animal License, Parking Tickets	1/1/2019	10/1/2019	9
9- Parks & Rec & Additional HR	Parks & Rec, Applicant Tracking, Professional Development	6/1/2018	10/1/2018	5

Phase	Track	Start	End
1	Financials	1/1/2017	11/1/2017
2	PR/HR	1/1/2017	1/1/2018
3	Transparency Portal	1/1/2018	3/1/2018
4	Community Development	2/1/2017	2/1/2018
5	Work Orders	1/1/2018	7/1/2018
6	Utility Billing	1/1/2018	10/1/2018
7	Tax Billing	10/1/2018	7/1/2019
8	Other Revenue	1/1/2019	10/1/2019
9	Parks & Rec.	6/1/2018	10/1/2018



munis®
a tyler erp solution

Implementation Management Plan
2015

Table of Contents

List of Appendices

Introduction

The purpose of this document is to provide tools and useful information that will help contribute to the success of your project. It covers various areas of planning used throughout the implementation and will be used along with the project plan to manage the project. We will request sign-off on the initial delivery of the plans included in this document once they are completed. The document will then be updated throughout the life of the implementation as seen fit by the <<Client>> and Tyler PM.

Document Change Control Information

Change Control Number	Change Date	Description

Scope Agreement

Product & Services Scope

Listed below are the contracted products and services included in the implementation. Services are billed per the contract terms.

Software and Associated Implementation Days

- **Insert screen shot from Investment Summary here:**

Software Notes/Change Orders:

Other Services

- **Insert screen shot from Investment Summary here:**

Other Service Notes/Change Orders:

Conversions

- **Insert screen shot from Investment Summary here:**

Conversions Notes/Change Orders:

Project Structure

The Munis division of Tyler Technologies, Inc. conducts the overall project in several Phases. A phased approach helps to ensure that system prerequisites are completed and available for other applications and reduces stress on the organization.

Phase	Module(s)	Begin Date	Go-Live Date
Phase I	Financials		
Phase II	Payroll/HR		
Phase III	Revenue		
Phase IV	Misc		

Project Phases Overview

Tyler, in partnership with the <<Client>>, will place into production the Tyler software product suite and other contracted third-party supporting products, which includes, and is limited to, the following modules

Overall:

- Workflow
- Tyler Forms Processing
- Munis Office
- Tyler Reporting Services
- System Administration

Phase I

- General Ledger
- Budgeting
- Performance Based Budgeting
- Accounts Payable
- Project & Grant Accounting
- Requisitions
- Purchase Orders
- Inventory
- Work Orders, Fleet & Facilities Management
- Fixed Assets
- Interface to BMI Asset Phasing
- Contract Management
- Bid Management
- GASB 34/54 Report Writer
- Cash Management
- Accounts Receivable/Cash Receipting
- General Billing
- Utility Billing
- UB Meter Reader Interface
- Permits & Code Enforcement
- Tax Billing
- CAMA Bridge
- BSA Interface
- CLT Interface
- MA Tax Title
- Maryland Tax Sale
- ME, NH Tax Lien
- NY Delinquent Process
- VA Delinquent Process
- VA Income Tax
- VA Motor Vehicle Decal
- Boat Excise
- MA Excise Tax
- NC Motor Vehicle Billing

- Tyler Content Management for Munis
- Payroll
- HR Management
- Applicant Phasing
- Pension Phasing
- Timekeeping Interface
- Business Licenses
- IL Vehicle Sticker
- Parking Tickets
- Enforcement Technology Handheld Interface
- Jury Selection – NC
- Voter
- Animal Licenses
- Portal

Project Management Assumptions

The following assumptions apply for Project Planning purposes and for defining the Project.

At the initiation of the Project, <<Client>> Executive sponsors will confirm buy-in for this Project by issuing an executive mandate or mission statement to all departments stating the importance and priority of supporting this Project.

Any modifications or enhancement requests not expressly stated or noted in the contract will be deemed not within scope. Modifications or enhancements requested after contract signing have the potential to change cost, scope, schedule and live dates for project Phases. Modification or enhancement requests not in scope must follow the Project Change Request process, as outlined in the Schedule Management Plan.

The Tyler Project Manager is responsible for the initial development and life-cycle maintenance of the Tyler Implementation Phase Project Plan (Plan). The <<Client>> is responsible for participating in development and definition of the Plan, schedule planning, resource assignments, and approval of the final baseline Plan.

Both Tyler and the <<Client>> are responsible for adhering to and executing the project in accordance with the schedule and budget defined in the approved Plan. In the event either party finds that significant variance to the planned schedule may occur or is occurring, then Tyler and the <<Client>> Project Managers are responsible for determining the necessary corrective actions and updating the Plan accordingly.

Microsoft® SharePoint is the tool used to create and maintain the Plan. Tyler assumes that the <<Client>>, at a minimum, has the Internet tools necessary to read or view materials on the SharePoint site.

In the event the <<Client>> may elect to add and/or modify business policies during the course of this Project, then such policy changes are solely the <<Client>>'s responsibility to define, document, and implement.

In support of the overall project management activities, the <<Client>> will:

- Appoint a Project Manager with overall responsibility for resources and with the authority to ensure decisions and commitments are made and communicated to the Tyler Project Manager in a timely and efficient manner.
- Communicate to the Tyler Project Manager on the progress of internal deliverables and any deviation that would affect Tyler's ability to meet the Project schedule.
- Ensure that individuals with the authority to represent the <<Client>> and to provide information needed by Tyler are available when necessary, attend meetings as required, and perform all activities assigned.

- Provide technical documentation and answer questions pertaining to systems with which Tyler is to interface (either through web services or import/export) and data that is to be converted into Tyler format.
- Maintain and manage a Project Risk Register. This document records potential risks to Project success and defines a risk mitigation approach. On a regular basis, the Tyler Project Manager and the <<Client>> Project Manager will review this log to ensure risks are being adequately addressed.

In the event the Tyler Project Manager and the <<Client>> Project Manager are unable to reach a mutually agreeable resolution to project issues or concerns, then the following escalation process will be followed:

- The <<Client>> will advise the Tyler Project Manager of the need for escalation, then contact the Tyler Regional Manager, <<Tyler Regional Manger Name>>, to present concerns and solicit resolution.
- If resolution is not reached at this level, escalation may continue to Chris Webster, Tyler Vice President of Implementation

Working together, the Tyler and the <<Client>> project team will:

- Place all purchased Tyler modules in a Verification/Test, Train and Live environment.
- Assist in refining business procedures in accordance with the features and functionality of the Tyler software.
- Define requirements for Tyler customization for purchased functional modifications, imports, exports, and interfaces with third-party systems.
- Assist in identifying contracted customized reporting needs.
- Coordinate the definition and verification of the purchased Tyler Forms libraries.
- Convert legacy system data into Tyler.
- Perform system integration and acceptance testing according to the Tyler Quality/Test Plan (detailed in the Quality/Test Management Plan).
- Assist in transitioning business operations into the live environment.
- Support post-implementation operations.

Implementation Assumptions for all Tyler modules

- Installation is handled by the Tyler Deployment Team and the <<Client>>.
- Tyler will assist in the selection and definition of functional configuration options.
- The <<Client>>, with Tyler support, is responsible for the testing of selected configuration options.
- The <<Client>>, through data testing, will approve the functional configuration options and setup.
- The <<Client>>, with Tyler support, will conduct configuration testing and approval using sample data prior to conversion data loading or verification.
- Tyler will advise the <<Client>> on Tyler Workflow setup applicable to the Tyler applications deliverables (for example, approvers, business rules, and so on).
- Tyler will provide conversion specifications and will review instructions for its completion (if applicable and purchased).

- The <<Client>> will import and verify the converted data.
- The <<Client>> is responsible for verifying conversion data.
- The <<Client>> will approve the final converted data.
- The <<Client>> will be trained on interface options throughout the system.
- The <<Client>> once trained will work with third party systems to get interface testing data in an approved format.
- The <<Client>> is responsible for testing and validating interfaces.

No functional modifications are included within the Project scope.

Modules included in this process are:

- General Ledger
- Project Accounting
- Accounts Payable
- Budget
- Purchasing/Requisitions
- Contract Management
- Cash Management
- Fixed Assets & Inventory
- Work Orders, Fleet & Facility Management
- Miscellaneous Cash Receipts and General Billing
- Payroll
- HR Management
- Applicant Processing
- Utility Billing
- Parking Tickets
- Business Licenses

Client Project Plan Assumptions

Throughout the course of the Project, Tyler will identify assignments for the <<Client>> to perform. Task assignments may include such activities as data entry, practicing training exercises, functional testing, conversion validation, and so on. The following outlines major assumptions regarding these activities:

- Each task will be identified and scheduled within the Project Plan and available in a Task view on the SharePoint site.
- Tyler will clearly define each assignment, the project team member responsible, and assignment due date.
- The <<Client>> Project Manager is responsible for ensuring the assignments are accomplished in accordance with the timeline defined within in the Project Plan.

Client Personnel Assumptions

- Identified project team resources will be available for project work in accordance with the schedule defined within the Plan.
- Project team members should not be required to spend time on other company business in lieu of or to the detriment of their project responsibilities.
- Project team members will be knowledgeable and experienced within their assigned functional area.
- Additional subject matter experts will be made available as necessary to address specific functional and procedural issues that might arise and require expertise beyond that of the immediate project team.
- To ensure knowledge and performance continuity, project team will be assigned to the Project for the entire duration of the Project Phase.
- The project team is empowered to answer and resolve business issues on behalf of the <<Client>>.

Technical Support Assumptions

Technical preparations and deliverables have crucial ramifications for the Tyler Implementation project. Therefore, it is important that the following assumptions be satisfied:

- The <<Client>> will have in place all hardware, software and technical infrastructure necessary to support the Project.
- The Tyler modules will be installed, functional, and available to project team prior to the first hands-on sessions.
- Network access to the Tyler modules, printers and the Internet will be available to all applicable <<Client>> and Tyler project staff.
- The <<Client>>, upon request from the Tyler Project Manager, will coordinate MIS/IT functions such as system backups, loading releases and software updates, hardware installation, operating system setup and maintenance, and system administration. The <<Client>> may be requested to perform these tasks in a timely manner in association with specific implementation requirements.

System Administration Assumptions

The following outlines major assumptions and activities surrounding the System Administration implementation Phase of the Project:

- Tyler will advise the <<Client>> on security and user setup features.
- The <<Client>> will define and setup menu and end-user security options.
- The <<Client>> through data testing will approve the functional configuration options and setup.
- The <<Client>> will run the Munis Internet Updater (MIU) on a weekly basis and load updates from the Check/Install Updates menu.

Conversion Assumptions

The following outlines the major assumptions and activities surrounding the conversion processes.

- The conversion department at Tyler reviews the contract to determine which conversions were purchased and determine whether additional tasks will be required and/or desired.
- The Tyler Project Manager develops the schedule for sending initial data and supporting documentation and sets timelines for return of the converted data. Timing is critical to meeting your dates for going live.
- The <<Client>> delivers the data files to the conversion department via an ftp site and notifies the Tyler Project Manager the name(s) and phone numbers of user and technical contacts who can answer questions regarding details of the conversion data.
- Tyler will provide error reports with explanation of discrepancies which may create a situation that will require maintenance.
- The first pass of the COA conversion will be returned to the client within 2 weeks. All other conversions will have a first pass returned to the client within 6 weeks. Subsequent passes of all conversion will be returned to the client within 2 weeks. Go-live passes will be returned to the client within 2 days.
- It is the client's responsibility to load the data with instructions from Tyler and validate that the data is accurate and complete.
- The <<Client>> will provide all legacy data in Tyler standard conversion file formats.
- Tyler will provide definition of the standard file formats.
- The <<Client>> and Tyler will determine critical legacy sources for validation, for example, reports, selected records, and so on.
- The <<Client>> will generate required reports for validation in conjunction with data extraction.
- The <<Client>> will load data into Training database, and all verification will occur in the Training database.
- Prior to the final conversion process the <<Client>> will suspend activity in their legacy system in accordance with the Project Plan. Tyler and the <<Client>> will mutually agree as to when this suspension period should begin.
- A sign-off will be required from the <<Client>> prior to loading any conversion in the Live database. The <<Client>> will ensure that data is not loaded into the Live database until approval of the conversion has been received and verification has been performed within the Training database.
- Due to data integrity verification throughout the Munis programs, the <<Client>> will not load, modify or delete data via scripting in lieu of a conversion or manual entry. However, scripted queries that do not change the data are acceptable.

Tyler Forms Assumptions

The following outlines major assumptions and activities surrounding the Tyler Forms Processing implementation Phase of the Project:

- Tyler will implement Tyler Forms as applicable
- The Tyler Project Manager coordinates Tyler Forms Implementation to insure the <<Client>>'s requirements and schedule are communicated in a timely manner.
- The <<Client>> is responsible for responding to Tyler Forms information requests in a comprehensive and timely manner.

- The <<Client>> agrees to sign-off on form designs no later than sixty (60) days before go-live.
- The <<Client>> will approve the print solution options selected.
- Tyler will support the <<Client>>'s verification and test of the delivered print solutions.
- The <<Client>> will provide final approval of the print solutions.
- Tyler Project Manager, with the assistance of the <<Client>> Project Manager, will monitor the progress of the Tyler Forms deliverables to ensure compliance with the
- Project Plan.

Communication Plan

A Communication Management plan outlines the information and communication needs of the project stakeholders.

The goal of the Communications Management Plan is to document the following:

- Stakeholder communication requirements
- Type of information to be communicated
- Vehicles for communication
- Frequency of communication
- Owner of the communication
- Intended audience for communication
- Purpose of communication

Stakeholder Communication Requirements

Steering Committee/Client Management
The Steering Committee requires communication on matters which will change the scope of the project and its deliverables.

Information Needed by Client Management	Input Needed from Client Management
Project plan	Executive Mandate
Project schedule	
Project status updates	
Budget information	
Change requests	

Client Project Manager
The Project Manager is the primary communicator for the project, distributing information according to this Communications Management Plan.

Information Needed by Client Project Manager	Input Needed from Client Project Manager
Status of tasks	Agenda input for Status Meetings
Project plan	Schedules for internal resources
Project schedule	Blackout dates
Site reports	Client task assignments
	Change requests

Functional Leaders
The Functional Leaders require communication on the project schedule and tasks. Functional leaders will communicate policy and procedure decisions to core and end users.

Information Needed by Functional Leaders	Input Needed from Functional Leaders
Project schedule	Status of tasks
Project plan	Risks
Project status	Functional requirements
Tasks	Functional issues
	Lessons learned

Change Management Leaders
The Change Management Functional Leaders are responsible for the people side of change. They will support the change management communications of the organization.

Information Needed by Change Management Leaders	Input Needed from Change Management Leaders
Project schedule	Department specific change management communication
Project status	Organization wide change management communication
Project vision	Feedback from departments to provide to the Project Team
Who will be affected by the project, when they will be affected, and how they will be affected. May be different for different staff members/departments.	
Feedback from departments	

Project Team
The Project Team is comprised of all persons who have a role performing work on the project. The project team needs to have a clear understanding of the work to be completed and the framework in which the project is to be executed.

Information Needed by Project Team	Input Needed from Project Team
Project schedule	Status of tasks
Project status	Risks
Tasks	

All Stakeholders
Stakeholders include all individuals and organizations that are impacted by the project. These are the stakeholders with whom we need to communicate with and are not included in the other roles defined in this section

Information Needed by Stakeholders	Input Needed from Stakeholders
Executive Mandate	Departmental issues/requirements
Target Live Dates	
Project Updates	
What's in it for me	

Tyler Project Manager
As the person responsible for the execution of the project, the Project Manager is the primary communicator for the project distributing information according to this Communications Management Plan.

Information Needed by Tyler Project Manager	Input Needed from Tyler Project Manager
Conflict dates	Project plan
Status of tasks	Schedules
Change requests	Status reports
Risk changes	Tyler and client task assignments

Tyler Implementation Consultant
Consultants will be the primary Tyler contact for Functional Leaders and End Users during analysis and training. They will distribute information on the training and status of tasks via site reports posted to the share point site.

Information Needed by Tyler Implementation Consultant	Input Needed from Tyler Implementation Consultant
Project schedule	Client task assignments
Project plan	Site reports
Project Status	Training agendas

Communication Plan Matrix

Vehicle of Communication	Audience	Frequency	Medium	Owner(s)	Date Delivered	Change Mgmt. Message	Expected Result
Kickoff Meetings	Client Project Manager, Functional Leaders, Project Team, Stakeholders	Start of overall project and each sub-project	Presentation	Tyler PM		How the change will be implemented	Client will receive high level information from Tyler PM to assist in planning and executing project.
Phase Planning Meetings	Client Project Manager, Phase Functional Leaders,	Start of overall project and each sub-project	Presentation and Planning Document	Tyler PM, Client PM			Roles and responsibilities will be outlined as well as Scope review, communication streams, Quality Assurance processes and initial schedule development.
Executive Mandate	Organization	Start of overall project and each sub-project, if necessary	Letter/Memo	Client Executive Officer		Develop a brand; what, why, and how the change is happening; who will be affected by the change	Organization will understand the purpose and importance of the project as well as the level of commitment required to make it successful.
Executive Project Status Management Meetings	Client Management	Quarterly	Status Reports, Budget Reports	Client PM			Provide overall project direction, executive sponsorship, and support in the adoption of new technology and business processes. Review project status.
Client Project Team Meetings	Functional Leaders, Project Team	Weekly	Status Reports	Client PM			Provide key project participants and client management with detailed information regarding project task status, schedules, progress, and budget.

Tyler Implementation Status Meetings	Tyler PM and Client PM	Bi-Weekly until 90 days from LIVE, then Weekly	SharePoint, Status Report Agenda, Issues Lists, Schedules, Deliverables	Tyler PM			Provide effective and timely communication to the Client PM and Functional Leaders on the status of the Tyler Project at a detailed level. The goal is to keep the project team abreast of the current project status, project issues, upcoming events, and project milestones at a detailed level. Delivery point will be to Client PM for distribution to the Project Team.
FAQ Document	Organization	Evolving	Hardcopy, SharePoint	Client PM		Provide a feedback mechanism	Answer frequently asked questions about the project and its benefits
Project Plan	Client Project Manager, Functional Leaders, Project Team	Evolving	SharePoint	Tyler PM			Communicate clearly defined tasks, milestones, schedules and dependencies.
Project Sign-Offs	Client Project Manager, Functional Leaders, Project Team, Tyler PM	Evolving	Hardcopy or SharePoint, Electronic Approval	Tyler PM			Provide clear acceptance and authorization to proceed to next step in implementation.
Project Web Space or Shared Directory	Functional Leaders, Project Team, Organization, Community	Evolving	SharePoint	Client PM		Project branding; what, why, and how the is change happening; when training will begin, who will be trained; where to find information	Provide information and support for the project goals to the community and organization as well as providing access to key documents, schedules, and so on.

Client SharePoint Site	Tyler PM, Tyler Resources, Client Project Team	Evolving	SharePoint	Tyler PM, Client PM			Provide project information including agendas, status reports, site reports, project tasks and schedule
Newsletter	Organization	Quarterly	Email	Client PM		Project branding; what, why, and how is the change happening; who will be affected by the change; when training will begin, who will be trained; where to find information	Provide project updates and news
Training Notifications	Functional Leaders, Organization, Department Heads, Super Users, End Users	Ongoing	Email	Client PM		When training will begin, who will be trained	Notifies Department Heads and End Users of upcoming training sessions
Agendas	Functional Leaders, Organization, Department Heads, Super Users, End Users	At least two weeks prior to any session	SharePoint	Client PM			Notification of specific agenda for any analysis session, training session or meeting.

Quality Management Plan

A Quality Management/Testing Plan establishes processes and activities to ensure that project objectives outlined within the Scope Management Plan are successfully implemented. Any Quality Management/Testing Plan must work to address both the project and the product.

The goal of the Quality Management Plan is to document the following:

- Specific tests to be used on the <<Client>> Project
- Critical testing milestones.
- Testing roles and responsibilities
- Testing measurement and tracking

Process

It is imperative that a Quality Management Plan and System Testing Plan be put into practice as part of the Project. The plan should include all of the processes required to ensure that the goals for the project are fully satisfied. The overall plan may include the following elements:

Static Environment Testing
Tests policy and procedure decisions made during knowledge transfer. Conducted with functional leaders using sample client data and customized scripts. Acceptance is required to move to the implementation phase.

Integration/Unit Testing
Observation of inter-module data flow and effect, especially as it relates to the General Ledger. Integration testing occurs throughout the implementation via standard training unless testing days are contracted and specifically allocated for that purpose.

Parallel Testing (Payroll and Utility Billing)
Replicates live processes in a training environment, and results are compared with live results to determine discrepancies. Parallel testing will be scheduled as part of PR/HR and Utility Billing Implementations. It is recommended that clients conduct additional parallel processing on their own.

Interface Testing
Standard Munis import and export programs will be covered during Implementation. Testing of third-party data flow and effect will be the client's responsibility unless testing days are contracted and specifically allocated for that purpose.

User Acceptance Testing
User Acceptance testing occurs throughout the implementation via standard training unless testing days are contracted and specifically allocated for that purpose.

User Competency Testing
Optional test conducted at the conclusion of Core User and/or End-User Training to validate that users can successfully run key processes. Competency Testing is the client's responsibility unless testing days are contracted and specifically allocated for that purpose.

Modification Testing
Performed to verify that contracted custom modifications delivered from Tyler work as specified by Client

Conversions Proofing
Validating that converted data is complete and accurate and meets the needs of the client.

Forms Proofing
Validating form design and distribution.

Stress Testing
Testing the system under heavy user loads trying to mirror a live environment where many users will be performing many different functions at the same time. Stress Testing is the client's responsibility unless testing days are contracted and specifically allocated for that purpose.

The Benefits of Testing

As an expected benefit from the completion of these tests, the following will also be achieved.

- End-users will gain extensive product experience, develop a high-level of confidence in the Munis Product and understand their specific functions within the system.
- The infrastructure of hardware and network design will be thoroughly tested.
- Modifications and interfaces are fully integrated into the Munis product.
- A managed Issues List will be fully quantified.

The Munis Testing Environment

Interfaces, conversions and other data and programmatic elements will be tested in the Training environment. This environment will also serve as the User Acceptance Test environment.

The Training environment will provide an infrastructure and supporting programs for User Testing to be performed throughout the duration of the Project. The desired result of the User Testing process is Functional Goal Acceptance achieved through managed issue identification, resolution, and testing.

Type of Testing	Audience	Timing	Method	Owner(s)	Guidance/ Support	Dates to be Delivered	Expected Result
Verification Test	Client Project Manager, Technical Lead	Start of overall project	Verification Database using scripts	Tyler Implementation Consultant	Not Applicable		No issues expected. If issues are encountered Tyler IC will log call with support to address issues. Tyler PM will manage open calls until issues are resolved. Client will then sign-off that test was completed successfully.
Static Environment Test	Client Project Manager, Functional Leads	During each phase after As Is and To Be analysis has been completed	Training Database using scripts	Tyler Consultant	Client Functional Leads, Client PM		Client will be able to validate analysis decisions by seeing processes performed using their own data.
Conversion Proofing	Client Project Manager, Functional Leads, Technical Lead	After each pass of data is returned	Error reports delivered via email; proofing via reports run on Training database	Client Functional Leads, Technical Lead	Tyler Implementation Consultant, Tyler PM	Ongoing, please refer to Project Plan	Data will be validated and additional correcting passes made as needed until data is approved by client. Processes will be tested using converted data to ensure accuracy.
Modification Testing	Client Project Manager, Functional Leads, Technical Lead	As delivered by development	Testing Database using scripts	Tyler Development, Tyler PM, Tyler Implementation Consultant	Client Functional Leads	Ongoing, please refer to Project Plan	Modifications are tested and issues reported to development. This process will continue until the desired result is achieved and the <<Client>> signs-off on the delivery of the modification.
Forms Proofing	Client Project Manager, Functional Leads	As forms are approved and loaded on forms server	Form output from Training Database	Client Functional Leads, Technical Lead	Tyler Implementation Consultant, Tyler Forms	Please refer to Project Plan	Form design and distribution are validated. Checks are sent to bank for validation. Design options are tested and finalized.

Integration/Unit Testing	Client Project Manager, Functional Leads, Technical Lead	Occurs throughout all process training. Specific days scheduled for third-party integrations	Standard training sessions in the Training Database	Client PM, Client Functional Leads	Tyler PM, Tyler Implementation Consultant	Ongoing, please refer to Project Plan	Validation of module integration as well as validation that third-party integrations are operational and returning the expected result.
User Acceptance Testing	Client Project Manager, Functional Leads, End Users	Occurs throughout all process training.	Standard training sessions in the Training Database	Client PM, Client Functional Leads	Tyler PM, Tyler Implementation Consultant	Ongoing throughout project	Functional Leads and End Users validate process flow.
Parallel/Trial Run Testing	Client Project Manager, Functional Leads	90-days prior to go-live	Tyler lead sessions in the Training Database.	Tyler Implementation Consultant, Client Functional Leads			Validation that there are no discrepancies between Munis and the legacy system before live processing.
User Competency Testing	Client Core Users, End Users	At the end of each training phase	City conducted sessions in the Training Database sessions using scripts	Client PM, Client Functional Leads	Tyler PM		Functional Leads and End Users validate that they can run key processes
Stress Testing	Organization	60-days prior to go-live	City conducted sessions in the Training Database using scripts	Client PM	Tyler PM		Validation that the system is capable of running under heavy user load as predicted on the network architecture design

Action Plan

Plan Approach
The following outlines the Munis test planning approach:

- Work with the <<Client>> Project Team to determine which processes, interfaces, and modifications need to be tested within the appropriate scenario processing.
- Work with the <<Client>> Project Team to identify Project Team members, and functional leaders, to define roles and responsibilities in performing scenario processing.
- The <<Client>>'s Project Team will identify and communicate testing scenarios to be executed with assistance from Tyler Implementation Staff.
- The <<Client>>'s Staff and Tyler Project Team will review and assign priorities for response to identified program or procedural issues that result from completed testing scenarios.

The <<Client>>'s Project Team may choose to assign a Test Coordinator to work with Tyler Project Team. The responsibilities include:

- Working with Tyler Project Team to oversee all functions of the testing process. Monitoring the quality and timeliness of the overall testing effort.
- Facilitating testing completion by maintaining momentum during process. Checking that tests are completed in the order necessary to thoroughly sign-off on process.
- Ensuring that all reports of issues are submitted to the Tyler and the <<Client>> Project Manager in a complete and timely manner.
- Review scenario processes and modify as necessary to align with any changes to policies and procedures.
- Expectations of Tyler related to successful completion of Testing Phase are identified as follows:
    - Provide training to the <<Client>> staff.
    - Develop baseline scenario processes
    - Support the <<Client>> testing plan

Measurement & Tracking

- Priority 1 Critical Issue - Cannot proceed without correction
- Priority 2 High Issue - Can proceed but needs correction before Live
- Priority 3 Medium Issue - Can proceed with Live Processing but fix needs to be delivered to comply with ERP goals
- Priority 4 Low Priority Issue - Can proceed with Live, new desired functionality.

Once corrections have been delivered, the <<Client>>'s Project Team and Tyler Project Manager will determine if Repeat Testing can continue from stopped point or, if it must be restarted.

The <<Client>>'s Project Team will schedule and outline Stress Testing scenarios.

Tyler will require a final sign-off/approval prior to going live on any module. This sign-off will outline the status of any remaining open issues related to the module, confirming the issue status and the associated priority code. The <<Client>>'s Project Team and the Tyler Project Team will review all items and make a decision as to the ability to begin Live Processing in Munis. The sign off will signify the end of system test phase for the module. The decision to delay Live Processing should not be based on issues whose status is a Priority 3 or 4.

Sample Test Tracking Grid.

Type of Testing	Owner(s)	Date Delivered	Issues Encountered	Priority	Resolution
Verification Test	Tyler Implementation Consultant				
Static Environment Test	Tyler Implementation Consultant				
Conversion Validation & Testing	Business Leads, Technical Lead	Ongoing, please refer to Project Plan			
Modification Testing	Tyler Development, Tyler PM, Tyler Implementation Consultants	Ongoing, please refer to Project Plan			
Forms Testing	Client Functional Leads	Please refer to Project Plan			
Integration/Unit Testing	Client PM, Functional Leads	Ongoing, please refer to Project Plan			
User Acceptance Testing	Client Project Manager, Functional Leads	Ongoing throughout project, pilot training scheduled for initial end user exposure			
Stress Testing	Client PM	Client scheduled			
Pre-Live verification	Tyler PM				

The Munis Testing Conclusion

Clear communication, recordkeeping, and analysis between the <<Client>>'s Project Team, Tyler Project Manager and Tyler Implementation Teams are critical in order to move through the Testing Phase both successfully and in a timely manner. A member of these teams will need to identify the issues and then determine what type of issue resolution is necessary. Most issues can be categorized as they relate to the following:

- Module Design or Setup
- Best Practice Re-engineering.
- Change in scope
- Software modification requests

Issue tracking, resolution accountability, timely testing, and completed issue resolution are absolutely necessary in successfully completing the <<Client>>'s Project. The Testing Phase is a shared responsibility and must be recognized as such.

Risk Management Plan

The following tables should be customized for this project, based on the decisions made from reading the Risk Management Planning document located in Appendix B.

Risk Identification Procedures

Sample Results from planning process in Appendix B

What	Owner	Time Estimate
A meeting with all team members and subject matter experts (SME) will be held to identify risks using the Prompt List technique. The Tyler PM or Client PM will update the Risk Register with the identified risks, causes and effects.	Tyler PM Client PM	1-2 hour session 1-2 hours documentation
Chose Option 4 - Delphi Technique: We will query each of the Board Members and Department Heads to identify risks associated with this project. They will be given a week to respond. After they return all submissions, we will send the total risk list to them for a one-time only review. They will be given an additional week for review and response. The Tyler PM or Client PM will update the Risk Register with the identified risks, causes and effects.	Client PM sends communications; Tyler PM compiles results in Risk Register	2 hours management & documentation 1 hour effort per Board Member or Dept. Head 2 weeks lag
E-mail: At the end of each of the above activities, everyone will be asked to e-mail the PM with any additional opportunities or risks that occur to them after the session. The Tyler PM or Client PM will update the Risk Register with the identified risks, causes and effects.	Stakeholders Tyler PM Client PM	1 hour for responses 1 hour documentation

Risk Analysis Procedures

Sample Results from planning process in Appendix B

What	Owner	Time Estimate
Review: The Client PM will ask the core team to review the risks to determine if they understand the risks enough to score. The team should notify the PM of any risk they are unsure of and the PM can clarify or get more information from the originator. The team should enter the probability and impact scores on separate spreadsheets in preparation for the risk meeting. The team will have 3 days to perform the review.	Client PM	2 hours to review 2 hours management 3 day lag
Scoring: The project team will determine the average of all impact and probability scores for each risk and use these to calculate the risk score and document them on the risk register.	Project Team	2 hours
Anything with a probability of “very likely” (5) will be considered a fact and managed in the Project Plan. Threshold 2: Anything with a risk score lower than 10 will be included on the risk register with a status of “watch list”.	PM	1 hour

Risk Response Planning Procedures

Sample Results from planning process in Appendix B

What	Owner	Time Estimate
Risks with scores higher than 14 will be assigned to the core project team, SMEs, and management if necessary. Each risk owner will be assigned to develop strategies avoid, if possible, or mitigate/transfer the risk, or to increase the chance for an opportunity. Risk owners are given 1 week to complete.	Team SMEs Management (if needed)	4 hours 5 day lag
The project team will discuss the risk response strategies and agree on the response to be taken should a risk trigger occur, or if it’s about to occur. These responses should be documented in the risk register.	Team	2 hours

Risk Monitoring and Control Procedures

Sample Results from planning process in Appendix B

What	Owner	Time Estimate
Monitoring: Risk owners are responsible for monitoring their risks and notifying the PM via e-mail when a trigger occurs and that the response plan has been initiated.	Risk Owners	4 hours
New Risk Identification: Any stakeholder can identify additional risks. The stakeholder should notify the PM of the new risk (or possible risk) via e-mail.	Stakeholders	1 hour

Audits: The PM will be responsible for overseeing risk activities and ensuring the risk register is updated.	Client PM Tyler PM	2 hours per month
Review: The project team will review the project's high priority risks biweekly and all risks monthly.	Project Team Tyler PM Client PM	1 hour per month
Reporting: Risks will be reported in two ways. First, the Tyler PM and Client PM maintain a Risk Register on the client SharePoint site. The Risk Register will contain a list of risks identified for the project, the priority of the risk, the risk owner, and a current status of any active risks. Second, the biweekly status report will contain a summary of the high priority risks and any new risks identified and added to the Risk Register.	Tyler PM	1 hour per month

Schedule Management Plan

A Schedule Management Plan involves defining the processes of how the master project schedule will be established, controlled and updated.

The goal of the Schedule Management Plan is to document the following:

- Roles and responsibilities
- Schedule development
- Schedule control
- Schedule change review and approval

Schedule Roles and Responsibilities

Task	Owner
Provide Conflict Dates to Tyler PM	Client PM
Create initial Project Plan w/ specific dates and attendees for each session, as well as due dates for each assigned task	Tyler PM
Review and approve schedule	Client PM
Notify Client and Tyler PM of task progress	Client Functional Leaders, Tyler Implementation Consultants
Monitor schedule for potential issues	Client Project Team, Tyler Project Team
Submit schedule change requests	Client PM, Tyler PM
Review schedule changes for impact on time, scope cost, and performance	Client PM, Tyler PM
Approve changes to schedule with no impact on target live date, costs of project, or scope of products/services being implemented	Client PM, Tyler PM
Approve changes to schedule where there is an impact on the target live date, costs of project, or scope of products/services being implemented	Client PM, Tyler PM

Schedule Development

Project schedules will be created by the Tyler Project Manager and sent to the <<Client>> Project Manager for review and approval. Once approved the Project Plan will be developed using Excel and loaded to the <<Client>> SharePoint. The <<Client>> project team and resources must agree to the proposed work package assignments, durations, and schedule. The schedule should be approved as a whole and both teams committed to following the schedule.

The following will be designated as milestones for the project schedule:

Session	Target Development Date	Target Approval Date
Schedule Project Kick-off		
Schedule Planning and COA Sessions		
Schedule Analysis and Configuration		
Schedule Education Sessions (includes) • System Administration Training • Setup Training • Processing Training • Train the Trainer Training • End User Training		
Schedule Go Live Planning Sessions		
Schedule Post Live Training		
Acceptance of final deliverables		
Transition to support		

Schedule Control

It is important that the implementation schedule be closely monitored and controlled throughout the project. Project progression as well as necessary changes will be discussed during regular status meetings.

Possible schedule control tasks are listed below:

Schedule Control Tasks	Meetings
Review Project Plan tasks and milestones	
Discuss overall project progression	
Assess need for schedule changes	

Schedule Change Process

Requests for schedule changes should follow a formal process so they can be reviewed for impact on time, cost, scope and performance.

Schedule Change Process

Step	Resource	Specifics
Change Request	Any stakeholder	Identify reason for change on Change Request Form and submit to the Client PM
Change Request Review	Client PM Tyler PM	Review change request for impact on time, cost, scope, and performance
Change Requests Approval	Client PM Tyler PM Steering Committee	1. If impact on project is under the predetermined threshold, the change can be approved by the Client and Tyler PM's 2. If impact on project is over the predetermined threshold, the change should be submitted to the Steering Committee for approval
Change Order	Client PM Tyler PM	If a change requires a contract change order, the Tyler PM will request that one be sent to the Client PM for review and signature.
Change Implementation	Client PM Tyler PM	Update Project Plans and schedules – Tyler PM Communicate changes to the team – Tyler and Client PM Record completion of Change Request – Tyler PM

Resource Plan

A Resource Plan establishes and includes the processes that organize and manage the project team and the necessary physical resources for the project tasks. The project team is comprised of the people who have assigned roles and responsibilities for completing the project. The physical resources are comprised of the facilities needed to ensure the completion of all necessary tasks for the project.

The goal of the Resource Management Plan is to document the following:

- Roles and responsibilities
- Physical resource requirements
- Project Team members
- Facilities and tools to be used throughout the Project
- Miscellaneous resource items

Tyler Project Team Roles and Responsibilities

Tyler Project Manager

- Provide a Project Plan for each phase
- Work with the <<Client>> PM to coordinate an implementation schedule
- Schedule Tyler resources for each phase
- Coordinate conversion services with appropriate Tyler departments
- Coordinate services with Tyler Forms
- Oversee project and monitor progress with the <<Client>> PM
- Hold regular conference calls with the <<Client>> PM to review status and progress of project and to identify any outstanding issues.
- Manage change orders
- Initiate change requests to project management plans as requested by the <<Client>>

Tyler Implementation Consultant

- Perform verification testing
- Deliver System Administration Training
- Conduct Knowledge Transfer Analysis
- Perform system design and set up table analysis
- Participate or conduct Static Environment Testing
- Assist with Tyler Forms design
- Assist with data conversion analysis
- Train the <<Client>> in data conversion validation process
- Assist in testing and parallel process
- Conduct Super User training

- Deliver pre-live services
- Provide go live assistance
- Provide post live reconciliation and reporting training

Tyler Business Process Consultant

- Deliver As-Is Knowledge Transfer Analysis.
- Deliver To-Be Knowledge Transfer Analysis.
- Develop Best Business Practices Recommendations and deliver to the <<<Client>>>.
- Participate in Static Environment Testing Best Business Practice Recommendations
- Deliver Core User Desktop Documents.
- Conduct knowledge transfer of Best Business Practice Recommendations to implementation team.

<<Client>> Roles and Responsibilities

The <<Client>> Project Manager

- Identify and communicate to Tyler PM requirements for a successful implementation of Munis
- Coordinate with Tyler PM to develop and maintain implementation schedule which identifies specific milestones and establishes accountability
- Manage completion of Project Planning documents
- Schedule the <<Client>> resources. This includes but is not limited to personnel, equipment and training rooms
- Identify additional employee training needs and request necessary schedule changes
- Ensure that employees accomplish tasks on time, including monitoring homework assignments
- Coordinate conversion file submission and proofing
- Coordinate Tyler Forms submission and proofing
- Review invoices and approve payment in accordance with the contract and associated milestones
- Oversee Project and monitor progress with Tyler PM
- Coordinate IT/MIS functions such as system backups, loading releases and software updates, hardwan and operating system setup
- Coordinate regular internal project meetings to determine status of tasks and identify outstanding issues. Refer to the Tyler Communication Management Plan for frequency and schedule. Communicate these to the Tyler PM at each project status meeting
- Provide and facilitate 3rd party vendor communication plan and escalation process
- Initiate change orders to project management plans and provide to Tyler PM as required

The <<Client>> System Administrator

- Load Releases or coordinate with Tyler System Management Services if an TSM Contract has been purchased
- Copy Live database to Training/Test databases as needed for training days

- Create any necessary conversion files to be transmitted to Tyler or 3rd Party Vendors
- Add new users and printers
- Run the Munis Internet Updater (MIU) on a weekly basis and load updates from the Check/Install Updates menu.
- Perform basic server system maintenance
- Ensure all users understand Tyler log-on process and have necessary permission for all training sessions
- Ensure network and infrastructure is sound

The <<Client>> Tyler U Manager

- Work with the Tyler PM to map out standard curricula for users
- Communicate registration and enrollment requirements to users
- Monitor the progress of user's eLearning courses
- Act as a Tyler U resource for users
- Create and enroll users in custom education plans (optional)
- Work with Tyler ERP Admin to import users (optional)
- Delete users as necessary

The <<Client>> Upgrade Coordinator
The Client Upgrade Coordinator is the individual that is responsible for the coordination of activities related to upgrading Tyler's application during the project (if required). Additionally, this role is responsible for managing the upgrade process post go-live.

- Become familiar with the upgrade process and required steps
- Become familiar with Tyler's Release Life-cycle policy
- Utilize Tyler Community to stay abreast of the latest Tyler Release Life Cycle updates as well as the latest helpful tools to manage your upgrade process
- Assist with the upgrade process, if required, during implementation
- Manage upgrade activities post-implementation
- Manage upgrade plan activities
- Coordinate upgrade plan activities with Tyler and Client resources
- Communicate changes that will affect users and department stakeholders
- Obtain department stakeholder sign-offs to upgrade Live/Production environment
- Create and publish your site's multi-year, forward projection upgrade plan

The <<Client>> Functional Leader

- Participate in appropriate analysis sessions by providing detailed policy and procedural information.
- Act as subject matter expert on selected modules
- Review analysis deliverables
- Sign off on system design and conversion files
- Actively participate in Tyler Forms design process
- Actively participate in conversion mapping and validation process

- Actively participate in all testing and parallels
- Complete all required set up tables
- Complete workflow and security templates for all end users
- Attend all training sessions or appoint an appropriate management level designee
- Practice processes learned outside of training sessions
- Conduct performance tracking and review with Tyler PM on end user Tyler competency
- Assign department resources for training and internal tasks
- Act as supervisor/cheerleader/change manager for the new Tyler process
- Identify and communicate to the <<Client>> PM any additional training needs or scheduling conflicts
- Help document lessons learned at end of each phase and signoff on formal acceptance for phase close-out
- Perform Live processes

The <<Client>> Change Management Functional

- Participate in analysis sessions and monitor for resistance and mitigate if necessary
- Review analysis deliverables and document the process/procedure change using the Business Process Transition Worksheet
- Participate in all testing and parallels. Monitor for resistance and mitigate if necessary
- Attend all training sessions. Monitor for resistance and mitigate if necessary
- Act as cheerleader/change agent for the new Tyler processes
- Support go-live events
- Monitor project compliance after go live. Audit and collect feedback. Report analysis findings to project management for corrective action
- Participate in the After Action Review and document lessons learned at end of each phase
- Participate in Phase Closure

The <<Client>> Core User

- Attend and participate in analysis sessions as necessary
- Attend all applicable training sessions
- Participate in data conversion mapping and validation as necessary
- Test system setup.
- Work to actively identify and solve problems and communicate changes that impact other users
- Complete project tasks in a timely manner.
- Become an expert Munis resource for End Users.

The <<Client>> End User

- Have basic competency in computer skills
- Attend all applicable training sessions
- Practice tasks
- Demonstrate competency with Tyler processing prior to go live date

Other Tyler Resources

Tyler Implementation Analysts

- Provide immediate direct support for Implementation Staff on site
- Assist in all Implementation Consultant’s duties

Tyler Conversions

- Validate data files are readable
- Provide definition of the standard file formats and database schemas to aid in the conversion data mapping process
- Provide converted data with instructions for loading
- Revise results as data anomalies and exception conditions are discovered
- Add as needed based on contracts.

Tyler Forms

- Provide forms kits for all purchased forms
- Review requirements for equipment and supplies
- Provide instruction sheets and form mock-up sheets
- Conduct review of client’s form mock-up sheets
- Create form designs
- Install forms software and approved forms
- Quote custom design work and deliver as agreed upon

Tyler Support

- Provide timely response to questions and issues based on call priorities
- Escalate issues to Senior Analysts and Development as needed
- Seek client confirmation of issue resolution
- Provide application support through annual support contract

Transition Services Assumptions

- A Technical Support Manager will provide an introduction to the Tyler Support process.
- Introduce the various service tools available to the <<Client>>, including Online Support Incidents and Community.
- Assign a Support Account Manager to work with the client on their key processes coming in the next 12 months (post go-live).
- Proactively work with new clients on their upcoming key processes and provide insight and advice for success.

- Assist in securing additional Tyler resources, if needed.
- Assist in navigating the internal departments at Tyler to help accomplish goals.

Tyler SaaS

- Provide server support for SaaS clients
- Create users on active directory
- Provide information on using Cloud Admin tool
- Load conversions
- Perform copy databases (Live to Test/Train/Verify)

Tyler System Management Services

- Provide server maintenance support
- Provide training on loading software, release updates, and code enhancements
- Provide assistance with ongoing system maintenance
- Provide server replacement support

Physical Resource Requirements

Analysis Facility

- Conference Room or open meeting space free of interruptions to accommodate all users comfortably
- Space for attendees to take notes and organize documents
- Internet connection
- Projector and screen
- White board/smart board or flip chart
- Speaker phone

Training Facility – Core Users and End Users

- Training environment free of interruptions
- Space for trainees to take notes and organize documents
- Internet connection
- Access to the Tyler system
- Projector and screen
- A working networked Tyler printer
- Speakerphone
- White board/smart board or flip chart
- Ideally one computer per user being trained and a trainer computer

Facility Resource Matrix

Room name/number				
Exact location				
Purpose (analysis, training, decentralized training, backup)				
Number of computers				
Is there a separate station for the instructor?				
Total capacity				
Networked printer available?				
Is there access to the Tyler system? Or estimated date for access.				
Number of internet connections (or note if wireless)				
Speakerphone?				
Whiteboard or flipchart?				
First date available				
End date available				
Is room dedicated to project? If not, who reserves it?				
Is there a permanent projector & screen? If not, who reserves them?				
Is the room locked? If so, who will have access?				
Other room considerations				

Project Team Members

Role(s)	Company (Tyler or Client)	First Name	Last Name	Telephone Number	Email

Miscellaneous

Note any additional resource details specific to the site

Parking	
Hotels	
Special Passes	
Other	

Education Plan

An Education Plan outlines the process of transferring knowledge to and from stakeholders. For the Tyler Implementation, this includes the analysis and knowledge transfer process, as well as training sessions for Core Users.

The goal of the Education Plan is to document the following:

- The high level education process and various types of educational sessions included in the Tyler Implementation
- Prerequisites for each session
- Answers to specific logistical questions (how many classrooms be established, what database environment will be utilized, and so on)
- Action items to link project personnel as owners for logistical items
- Measurement criteria to be used to ensure the Education Plan has been successful

Types of Education Sessions

Analysis
Tyler employees will perform the following tasks during the Analysis sessions:

- As Is/To Be Questionnaire review
- In depth analysis of Tyler options
- Product overview demonstration

This phase will involve the Functional Leaders, Subject Matter Experts, and Key Decision Makers. The goal of this phase is to transfer high level knowledge between parties. The output will be policies and procedures related to the use of Tyler. The policies and procedures will determine the training agenda to be delivered to the end users. For example, if commodity codes are not going to be utilized within Tyler Purchasing, then the training outlines for Purchasing should remove the discussion of commodity codes.

Prerequisites:

- Questionnaires may be provided prior to analysis so that processes may be reviewed internally prior to the session.
- Internal policy documents should be reviewed and accessible during the sessions.
- Required reports should be reviewed and printed for respective session.
- Samples of any applicable outputs (AP or payroll checks, general bills, purchase orders, etc.).

Static Environment Test
The SET allows the Functional Leaders to see a working Tyler system with their own sample data before moving forward with training. Data is processed according to defined/recommended policies and procedures so that Functional Leaders can confirm assumptions and gain an overall understanding of the Tyler applications.

Prerequisites:

- Final test scripts – templates provided by Tyler Project Manager.
- Sample client data for each test (10 vendors, 10 AP invoices and sample accounts for AP SET, etc.).

Education - Munis System Admin Training
This session covers the System Administration menu options in Munis, Tyler Content Manager configuration (if purchased), Munis Self Service configuration, etc. This is intended for the staff that will be responsible for system administration. Training is conducted by the Implementation Consultant.

Education - Set-up Training
This consists of training on table and code set-up to be completed prior to processing training. The Implementation Consultant will train client on completion of set up tables and codes according to decisions made in analysis sessions. These sessions typically include Functional Leaders and Subject Matter Experts. All core users who will assist in the set-up of tables and codes should attend.

Education - Processing Training
Process training conducted after analysis decisions have been made and set up is complete, or in progress. This covers the process flow from start to finish. These sessions typically includes Functional Leaders, SME's, and staff from the central departments (i.e. AP department, Payroll department, also known as Core Users) and do not include decentralized departmental users. These sessions may be conducted multiple times during a phase.

Education - Train-the-Trainer Training
Process training conducted to train the <<Client>> trainers on how to conduct End-User Training. The items covered are inquiries, reports, approvals, and general entry. The specific topics are to be determined in project planning and analysis, and refined prior to training the <<Client>> trainer(s). If desired 8-10 end users can be invited to this one time session to provide feedback prior to training the rest of the organization. Details of this training will be agreed upon and documented in the project plan for each project phase.

Education - End User Training
Process training for all decentralized or departmental users. This is the <<Client>>'s responsibility unless specifically contracted for additional days to accommodate end user training. An agenda of topics that will be decentralized will be developed by the <<Client>> PM and Tyler PM prior to the session. The <<Client>> is responsible for providing documentation for these sessions.

Prerequisites for the Education sessions are:

- Users must have basic computer skills, including but not limited to: using a mouse, clicking on an icon to open a new window, minimizing and switching between windows, printing screens, and using the desktop.
- All users must have user logins to the Tyler Training database, or other database (if determined by Tyler and Project staff) and know how to access the environment.
- All users must have access in both the training lab and their personal workspace to the Tyler Training database, or other database (if determined by Tyler and Project staff) and know how to access the environment.

- Users who will be assigned tasks to be completed in the Tyler Live database must have appropriate access to the Tyler Live database and know how to access the environment.

Reconciliation and Reporting Training
Reconciliation and Reporting training is provided 30 to 60 days after go live. Many of these programs are covered during application training but it is Tyler's practice to review these processes again once live, real-time data is available in the system. The timing also ensures the training is occurring around the time a client would first need to close a period in the live database.

Other Tyler Education Resources

KnowledgeBase
The Munis KnowledgeBase is a searchable database of Munis product information. The KnowledgeBase contains procedural documents, file layouts, release notes, user conference documents, videos, and other information related to the use of Munis products. Information on the KB can help to complement user training, as well as be used as a baseline for clients to create their own custom documentation. Users must register on the Tyler Tech site in order to access the KnowledgeBase.

http://www.tylertech.com/client-support/munis-support

Logistics

Tyler and the <<Client>> will work together to define education logistics. The following table should be used as a starting point for defining logistics. The final logistics table will become part of the Education Plan.

Software/Hardware	
How many databases will be utilized?	
Will we establish a Financials Training environment separate from Payroll and/or Revenue?	
Who will refresh the Training databases?	
Will a second server be utilized?	
Availability	
What are your standard working hours?	
What will the standard training hours be?	
Are there days during the standard week that work better than others?	
Are there any conferences, internal training sessions, auditor visits, and so on that we need to schedule around?	
What is the standard weekly work schedule? Does any staff have Fridays off?	
Staff	
How many students per teacher?	
How many students per workstation?	
Who will conduct attendance?	
Will management be present for each session?	
Who will train the end users?	
Who will have access to the KB?	
Who will have access to SharePoint?	
Schedule	
Who will notify staff members of appropriate training sessions?	
How far in advance will the training schedule be built?	

Facilities	
Will there be more than 1 training room? (room detail should be notated in the Facility Matrix in the Resource Plan)	
Is there internet access available in the training room for Tyler staff?	

Action Plan

The final logistics table will be placed into the following table format which will become the Action Plan

Logistic Item	Owner	Date Needed	Date Completed
List of users to attend Functional Leader sessions by module	Client PM		
List of users to be trained in Core User sessions by module	Client PM		
List of users to be trained in End User sessions by module	Client PM		

Implementation Management Plan Delivery Acknowledgement

Date:
Client:
Client Project Manager:
Tyler Project Manager:
Project Phase:

This memo indicates client acceptance that the Implementation Management Plan has been delivered by the Tyler Project Manager and reviewed by the Client Project Team. Per the contract, Tyler shall invoice the Project Planning Services upon delivery of the Implementation Management Plan.
The following plans are included in the Implementation Management Plan:

- Scope Management Plan
- Communication Management Plan
- Quality/Testing Management Plan
- Risk Management Plan
- Schedule Management Plan
- Resource Management Plan

Please acknowledge receipt and acceptance of the Implementation Management Plan by signing and dating the bottom of this page.
Please return this sign off to <<Tyler PM>>. If we do not receive it within 5 business days, we will consider the sign off complete and the Implementation Management Plan accepted.

Client Project Manager: ______________________________________ Date: ____________________

Appendices

A. Tyler Change Management Process

Change Management Preparation

1. Establish the Project Sponsor(s), Steering Committee, Project Manager, and Project Team
2. Identify a Change Management Functional Lead(s) as part of Project Team
3. Identify and Document Strategic Goals, Objectives and Project Vision for ERP Project
    - Goals
        - Identify objectives – in order to best recommend areas of improvement, knowing the mission and vision of the organization is imperative.
        - Identify Process Improvement goals that will best align business processes to the objectives and priorities. Optimizing business processes, reducing costs, improving operational efficiencies, and providing quality services should be inherent goals and the cornerstone of the project vision.
    - Participants
        - Project Sponsor(s), Steering Committee, Project Team, Change Management Functional Lead(s)
    - Activities
        - Review Project Mission/Vision Statements and review Strategic Operating Plan. Determine the strategic goals/objectives of the project and the project vision that will be supported by change management strategy. Document project mission, goals, vision, expectations, etc. to be included in project communications.

4. Identify and Document available Communication Modes
    - Goal
        - Identify the available communication modes that will use change management strategy to prepare and promote ERP Project success in achieving the organizational goals, objectives and project vision.
    - Participants
        - Project Manager, Change Management Functional Lead(s)
    - Activities
        - Review available communication modes
        - Do we need permission to use communication modes?
        - Is there an employee intranet available?
        - Document access/ownership of communication modes
        - Document specific timing of existing communications (newsletters, project updates, etc.) existing scheduled meetings (project team meetings, steering committee meetings, departmental meetings, principal and/or campus meetings, if applicable)
        - Executive mandate letter to introduce project to the organization
        - Executive communication quarterly
5. Brainstorm to develop ideas for the ERP Project BRAND
    - Goal
        - A project BRAND is a "friendly" name and/or "logo" that will represent the ERP Project. The project will be referred to as the BRAND and the BRAND will be used in all communications. Branding creates a familiar name and icon/logo that will build project recognition and acceptance.

    - Participants
        - Project Manager, Project Team, Change Management Functional Lead(s)
    - Activities
        - Use the objectives, goals, mission statement and project vision to create a familiar name and an icon/logo that reflect these project elements

- Encourage Staff participation – create a few names/icons/logs and let Staff vote for the winning name and logo/icon (Build buy-in)
- Get permission from Sponsor(s), Steering Committee on winning name logo
- PDF the winning design and name so that the image can be used in project posters, project resource intranet page and all other communication vehicles

Discovery/Preparing for Change

Objective: This phase of the change management process commences once a contract has been signed. Discover/preparing for change includes activities to understand the scope of the change, the organizational readiness and culture for change. The results of these activities will be used to prepare the project manager, change management functional lead(s) and project team for change management, to enable the sponsors to support the change and to help the project manager, change management functional lead(s) and project team architect a high-level Change Management strategy.

Discovery Activities

Objective: Understand the characteristics of the change and the organization, and the capacity for change within the organization. This understanding will help the project manager, change management functional lead(s) and project team to establish the change management strategies to support the implementation process.
Resources: Project Manager, Project Team, Change Management Functional Lead(s)
Outputs:

- Scope Analysis
  Objective: To define the scope of the change and the impact on organization departments. Specifically, this describes the scope of the project change.
  Resources: Project Manager, Change Management Functional Lead(s), Project team
  Outputs:
    - What is the project change?
    - Who does the project change impact? Is it a change impacting only one department or the entire organization? How many employees will be impacted?
    - When will staff be impacted? Will some staff be impacted at different times; in differing ways?
    - What is the time frame for the project?
    - Is there a defined "go-live" date?
    - Will there be a change to job roles?
    - Do you anticipate process/procedure change?
    - Do you anticipate a reduction in staff due to the change?

- Organizational Assessment
  Objective: To define the organizational culture and readiness for change. Specifically, this describes the culture of the organization.
  Resources: Organization Project Manager, Change Management Functional Lead(s), Project Team
  Outputs:
    - What is the perceived need for change among management? Among employees?
    - What is the history of past changes, success or failures?
    - Are there other change initiatives happening within the organization at the same time? How many? What are they?
    - Do managers and employees have a shared vision of the organization in relation to this project change?
    - Are there resources and funding available to support this project change?
    - Is the organization responsive to change initiatives; or is the culture closed and resistant to new ideas and change?
    - What is the leadership and power distribution of the organization?
    - Will managers and employees believe that the organization will sustain the project change? Have other project changes not been sustained?
    - Are "middle – managers/supervisors" predisposed to resist change projects? What has the history of project change support been with managers/supervisors?

Answers to these questions will assist the project manager, change management functional lead(s) and project team to develop communication strategies that will address the areas of project scope and organizational culture as well as highlight any organizational negative history.

Project Kick-Off

Objective: This is the transition from Sales to Implementation. Project teams are introduced, an overview of the project process is reviewed, and expectations are discussed.
Resources: All interested parties.
Outputs: Acknowledgement and recognition of the new project change, the project brand and the commitment of the organization to support and sustain the project change.

Impact Index Evaluation

Objective: To understand the project impact on individual departments/divisions of the organization.
Resources: Organization Project Manager and a representative (manager/supervisor) from each department/division that will be functionally impacted by the project change. For example; if implementing the MUNIS Financial Module impacted departments/divisions would be: Accounting, Budgeting, Purchasing, Accounts Payable, Fixed Assets, Etc., Change Management Facilitator
Outputs:

- How many impacted staff in the department?
- What percentage of impact on the daily work of this group?
- What percentage of impact on the process/ procedures of this group?
- What percentage of impact to the tools of this group?
- Does staff perceive the need for this project change? Are they dissatisfied with the current state? Do they view the change as necessary?
- What is the impact of past changes on staff? Where they positive or negative?
- Are there additional changes underway in your department? What are they?
- Does your staff share a unified vision and direction for the organization concerning this project change?
- What is the culture of the communication within your department? Is there a preferred mode of communication with your staff?
- Is staff open and receptive to new ideas and project changes?
- Do you reward staff for adapting to change?
- Do you anticipate any unique challenges with your department? Please explain.

Discovery Analysis

Objective: Compile assessment results and prepare change management analysis to drive change management strategy for project implementation success.

- Prepare Analysis
  Objective: Prepare follow up and analysis of assessments. What does the information tell you about the change and the impact on the organization? What departmental impact and culture has been discovered? How will you use this information? How will the information drive communication strategy; meeting strategy; training strategy; sponsorship involvement; and reinforcement planning?

  Resources: Organization Project Manager, Change Management Functional Lead(s), Project Team

  Outputs: Presentation of analysis results and strategy recommendations to Sponsors/Steering Committee by Organization Project Manager, Change Management Functional Lead(s), Project Team.

Supporting the Change Process – Managing Change

Objective: This phase of the change management process commences once Discovery and Analysis are complete. Change management strategies/plans will be designed based on Discovery and deployed throughout the organization. Execution of change management strategies and plans is the responsibility of the Organization Project Manager, Change Management Functional Lead(s), Project Team

Change Management Strategies/Plans

Objective: Change Management Strategies/Plans will be designed and implemented throughout the organization; these plans will be specific to the organization based on the analysis results of Discovery/Preparing for Change.

Communication Strategies

Objective: Understand the concepts of change management communications and provide communication strategy for inclusion in the over-all project communication plan
Resources: Organization Project Manager, Change Management Functional Lead(s), Change Management Facilitator
Outputs: High level Change Management Communication strategies that will assimilate with the project communication plan

- Advertise the project “brand” to cultivate understanding and commitment to the project
- Create an executive mandate announcing the project and the project expectations right before the project kick-off; this communication will set the commitment to the project change
- Prepare staff by beginning the communication strategy early in the project
- Communication must be repeated to be successful – deliver a clear message
- Create a project resource section on the staff intranet to house all project communication, documents, calendar or events
- Have a feedback mechanism in place; respond to all feedback
- Engage managers and supervisors to be communicators of the project change (Coach Strategy)
- Share what the change will mean to the employee:
  - How will the change impact individual staff?
  - What will staff do differently after the project change?
  - What’s in it for me (staff)?
  - What are the business reasons for the change?
  - What is the impact on the organization?
- Use effective communication modes:
  - Face to face is the most powerful communication method
  - Group meetings and presentations
  - One on one sessions
  - Posters
  - Bulletin boards
  - Videos
  - Flyers

Coaching Plan

Objective: Train and build a core group of organization employees to understand change management concepts and to develop change management leaders in project support strategies.
Resources: Project Manager, Project Team, Change Management Functional Lead(s), Managers and Supervisors of impacted employees
Outputs: Coach Training Sessions

- Train managers and supervisors of impacted staff

- Understand “why” change can be difficult for some staff
- Understand the project change and the impact on their staff
- Understand process and/or procedure change
- Understand the importance of consistent and repetitive communication to prepare staff for the project change
- Prepare with project information, FAQ’s, demonstrations, project timeline and calendar of events
- Prepare managers and supervisors to recognize and address resistant behavior

Sponsorship Plan

Objective: Roadmap of project events where Sponsors can be visible and active. The number one indicator of project success is active and visible project sponsorship
Resources: Organization Project Manager, Change Management Functional Lead(s), Executive Sponsor (s)
Outputs: Sponsor Plan – events, dates and times for Executive Sponsor to participate in project activities

- Direct communication with staff
- Share the vision of the project change
- Build a coalition with managers and supervisors to ensure their commitment to the project change
- Stay active and visible throughout the project implementation

Resistance Management Plan

Objective: Diagnosing gaps and managing resistance is an ongoing process in a change management strategy plan
Resources: Organization Project Manager, Change Management Functional Lead(s), Executive Sponsor (s), Key Stakeholders and front line managers/supervisors.
Outputs: Resistance Management Plan – guidelines to help diagnose the root cause of gaps and/or resistance and appropriate steps to address problem areas.

- What might resistance look like in the organization?

  - Direct or indirect challenge
  - Lack of acknowledgement
  - Open hostility towards project information
  - Feigned ignorance
  - Confusion
  - Absenteeism
  - Nonattendance at project sessions
  - Noncompliance with business process

- Where are likely areas for resistance to occur?

  - BPI Sessions
  - SET (Static Environment Test) Sessions
  - End-user Training Sessions
  - Project Feedback from Project Website
  - Supervisor input
  - Compliance audits

- What are some causes of resistance?
  - Lack of understanding?
  - Misinformation?
  - Resistant manager/supervisor in department?
  - Does a process or procedure decision not work?
  - Is it a software issue?

    - Define the process flow for resistance management once a resistant issue has been raised to project management
        - What is the path for resistance management by staff level or issue type?

Business Process Transition Plan and Worksheet

Objective: A Business Practice Transition Plan/Worksheet is a detailed plan to address changes in job roles, responsibilities, procedures/process and/or organization structure.
Resources: Organization Project Manager, Change Management Functional Lead(s), Executive Sponsor (s), Key Stakeholders, Human Resources and front line managers/supervisors.

- Outputs: Business Process Transition Worksheet – Record where the project team identifies the impacted positions and the business/HR leaders use the record information to meet and discuss direct impacts to individuals.
    - What is the “delta” between the current and future state (process/procedure change)
    - Create a key role map – a diagram of each impacted department with a pyramid of impacted job roles and the staff associated with these roles
    - Use the key role map to understand and map the transition impact of each job role
    - Use the key role map as a communication tool to prepare each of the impacted staff for the specific impact to their job role

Execute Change Management Strategies and Plans

Objective: Delivery of change management plans/strategies:

- Communication strategies to be incorporated into the project communication plan
- Sponsor Plan
- Resistance management strategy
- Coach training sessions

Resources: Organization Project Manager, Change Management Functional Lead(s), Change Management Facilitator
Outputs: Supporting the Change Process - Plans and Strategies – the organization is responsible for managing and executing the change management plans
Objective: To ensure that all change management plans are consistently executed and implemented

Reinforce to Sustain the Change

Objective: This phase of the change management process is ongoing throughout a project transition although presented here sequentially. Reinforcement of the project change actually begins at project kick-off; reviewing feedback, auditing and implementing corrective actions as necessary will be part of the project from beginning to end.

Monitoring and Controlling

Objective: Taking action to ensure compliance with project expectations.

Monitor Project Compliance

Objective: To understand if there are gaps or resistance to the project change or process
Resources: Organization Project Manager, Project Team, Change Management Functional Lead(s)
Outputs:
Collect and analyze feedback- Suggested tools to use:

- Training feedback surveys
- Competency tests
- Review FAQ's or project feedback specific to your department
- Periodic process review

Diagnose gaps:

- Review feedback survey's for trends, comments or issues that may affect your department
- Review competency tests for low scoring areas or for trends and comments. Additional training may be required. Be an advocate.
- Provide feedback from the FAQ's. This will reinforce the fact that project questions and concerns are being addressed
- During periodic process review, are people reverting back to old habits- Example: Is the clerk using the old spreadsheet rather than the new system tools? Ask staff to walk you through a newly implemented process using the new tools.

Execute Corrective Action Plans

Objective: To correct gaps in process or issues with application
Resources: Organization Project Manager, Project Team, Change Management Functional Lead(s)
Outputs: Implement corrective actions:

- Root Cause Analysis: If gaps in the process are discovered, perform root cause analysis to discover why there are gaps
- Training: Are there additional training requirements?
- Technical: Are there technical issues preventing the process from being completed?
- Process Redesign: Does the planned process have gaps that were not identified in the original design?

Knowledge Transfer/Execution

Objective: Support go-live events

After Action Review

Objective: What worked? What did not work? What will we do differently next phase?
Resources: Organization Project Manager, Project Team, Change Management Functional Lead
Outputs: Lessons Learned will provide guidance for the next phase or next project

Phase Closure

Objective: Transition from Implementation to Support and Customer Care. Introductions are made; Support and Customer Care are made aware of any outstanding issues or concerns.

B. Risk Management Planning Doc

A Risk Management Plan involves defining methods and procedures for assessing and dealing with possible threats that could arise inside or outside the organization. Although the exact nature of potential issues or their resulting consequences are sometimes difficult to determine, it is beneficial to perform a comprehensive risk assessment of all threats that can realistically occur to impact the organization.

The Risk planning process should identify and measure the likelihood of all potential risks and the impact on the organization if that threat occurred. To do this, each department should be analyzed separately since there may be variances in levels of automation, recovery processes, and so on. The ultimate goal of the Risk Management Plan is to protect the organization, its employees and infrastructure from liabilities. In this instance, the Risk Management planning focuses on risks that may impact the Tyler Implementation project.

Risk Register

The project's risk register will be created and maintained during the risk management process and will become part of the Implementation Management Plan. All identified risks should be entered in the register. The risk register is located on the project SharePoint site under the heading Project Planning > Risk Register and may include the following points:

Entered in the risk register during or after Risk Identification:

- Risk ID – A unique identifier for the risk. To be used when referring to risks in meetings and communications.
- Title – A description of the risk.
- Description of Impact on Project if Risk Occurs – If the risk occurs, will it impact scope, schedule, cost, user satisfaction, etc.?
- Possible Triggers – Listing of the triggers of the risk.
- Date Reported – The date the risk was identified.
- Status – Identifies whether the risk is a priority, on the watch list, or closed (see risk response section below).
- Category – The category for the risk (i.e. personnel, training, conversion, etc.).

Entered in the risk register during or after Risk Analysis:

- Probability – The likelihood that the risk will occur. See the "Risk Analysis" section below for possible values.
- Impact – The effect on project objects if the risk event occurs. See the "Risk Analysis" section below for possible values.
- Risk Score – Reflects the severity of the risks effect on objectives. The risk score is determined by multiplying the risk probability and risk impact values. The intent is to assign a relative value to the impact on project objectives if the risk in question should occur.

Entered in the risk register during or after Risk Response Planning:

- Current Owner – Person(s) responsible for the risk if it should occur.

- Response Strategy – The strategy that is most likely to be effective.
- Risk Response Plan – Specific actions to enhance opportunities and reduce threats to the project's objectives based on the most likely strategy.
- Plan Type - Risk

Risk Identification

The following techniques may be used to develop a comprehensive list of risks for the project. A minimum of one technique must be used. However, it is recommended that two, or more for larger projects, should be used to ensure that as many risks and opportunities have been identified for the project as possible. (i.e. brainstorming and expert interview or affinity diagram)

In addition to identifying the risks, the causes and effects of the risk should be identified and recorded in the risk register. The causes may lead to the identification of additional risks. Finding and eliminating the root cause may eliminate several project risks. For example, if the risk is that training may have to be repeated, the causes may be that users don't attend, users aren't aware of the schedule, users had other tasks that were higher priority, users were on vacation, etc. The effect of this risk is that the project costs may overrun by repeating training sessions, or the schedule may be increased because of having to reschedule training and rework the Project Plan.

Described below are five techniques for risk identification. Choose a minimum of one technique to use for this project. Enter your choices in the Risk Identification Procedures table in the Implementation Management Plan.

Option 1: Brainstorming - SWOT Analysis
A SWOT Analysis is a strategic planning tool used to evaluate the Strengths, Weaknesses, Opportunities, and Threats involved in a project or in a business venture. Strengths and weaknesses are internal to an organization. Opportunities and threats originate from outside the organization.

A SWOT analysis, usually performed early in the project development process, helps organizations evaluate the environmental factors and internal situations facing a project. Strengths and weaknesses are attributes that measure your internal capability.

Opportunities and threats refer to how the external environment affects your team/business/group. Ideally a cross-functional team or a task force that represents a broad range of perspectives should carry out SWOT analyses.

SWOT Analysis Template

Project Name:
Prepared by:
Date:
Project Manager:
SWOT Analysis Facilitator:

SWOT Analysis Participants:
SWOT Analysis Recorder:
Date of SWOT Analysis:
Project Strengths: (What potential strengths exist about the project, the project team, the sponsor, the organization structure, the client, the project schedule, the project budget, the product of the project, and so on?) 1. 2. 3. 4.
Project Weaknesses: (What potential weaknesses exist about the project, the project team, the sponsor, the organization structure, the client, the project schedule, the project budget, the product of the project, and so on?) 1. 2. 3. 4.
Project Opportunities: (What potential opportunities exist in regard to achieving the project requirements, the product requirements, the project schedule, the project resources, the project quality, and so on?) 1. 2. 3. 4.
Project Threats: (What potential threats exist in regard to achieving the project requirements, the product requirements, the project schedule, the project resources, the project quality, and so on?) 1. 2. 3. 4.

Option 2: Brainstorming – Prompt List Analysis
This technique uses a list of categories to prompt stakeholders to think of threats and opportunities. It is held in a discussion forum and the facilitator discusses the project, then brings up each category and asks users to identify the risks associated with each category. The risks are written on a board for all attendees to view and discuss, and later transferred to the risk register.

Categories:

- Schedule/timeline
- Cost/budget

- Resources – project team and users
- Resources – training rooms, computers, etc.
- Business process changes
- Training
- Conversions
- Interfaces

Option 3: Expert Interview
Members of the project team sit with identified stakeholders (high power/influence people, subject matter experts, etc.) to discuss the project and identify associated risks. This technique is time consuming, but may be a good option for any remote or less available stakeholders.

Option 4: Delphi Technique
An e-mail or memo is sent to subject matter experts asking them to identify risks associated with the project. The memo should contain project information to allow users to understand the scope of the project in order for them to raise valid concerns or opportunities. Time should be allowed for them to respond with their list of risks. The Risk Manager will compile the results, categorize them and send them back out to the participants for review, to gain consensus and to identify additional risks. This is usually done anonymously (contributors names are not shown on the risk register or in team communications during this process).

Option 5: Affinity Diagram
This technique is typically used after other techniques such as those listed above. This will allow users to put the identified risks in a diagram based on category. It stimulates teamwork and allows the team to agree on the risks, discuss their causes and triggers more thoroughly and identify risks or opportunities that may have not otherwise been thought of. Using sticky notes or forms, users will place the identified risks under the appropriate risk category on a board or wall.

Risk Analysis

Each identified risk should be assigned a probability score and an impact score and these should be recorded on the risk register. The scores may change over the course of the project, so should be reviewed and updated regularly. For instance, a risk may have a low impact at the start of the project, but may have a high impact as the project progresses.

Likelihood or Probability of each risk

5	Very likely to occur
4	Probably will occur
3	May occur
2	Unlikely to occur
1	Very unlikely to occur

Potential Impact of each risk on the project

5	Event poses very high cost, schedule, or other failure

4	Event poses major cost, schedule, or other increases
3	Event poses moderate increases, but requirements may still be met
2	Event poses small increases, but requirements may still be met
1	Event has little impact on the project

Probability and Impact Matrix

After determining risk scores for each risk's probability and impact, use the following scale to determine the risk priority. Risks with ratings (Risk rating = probability score x impact score) of 10 or higher should be evaluated and reviewed regularly, and should appear on the status reports. Medium and Low risks should be monitored and scores should be re-evaluated throughout the project, as impact and probability change.

		Impact				
		1	**2**	**3**	**4**	**5**
Probability	5	5	10	15	20	25
	4	4	8	12	16	20
	3	3	6	9	12	15
	2	2	4	6	8	[illegible]
	1	1	2	3	4	5

After determining the risk ratings for each identified risk, the Risk Register should be updated to reflect the appropriate status for each risk. At this time, each risk will have a status of either "Watch List" for risk scores less than 10, or "Priority" for risk scores of 10 or higher.

Risk Response Planning

Responses should be planned for all high priority risks (risk score of 10 or greater) to plan for what will need to happen if the risk is triggered. Risks will be assigned risk owners who will be responsible for watching the risks and implementing these responses if the causes that trigger the risks have occurred, or are about to occur. The risk owners should also identify secondary risks that occur as a result of implementing the risk response, or risks that remain after the response has been implemented.

The following strategies will be used for determining the appropriate response for each risk or opportunity and should be recorded for each high priority risk, along with the chosen response for the risk.

- Threats:
  - *Avoid* – Risk avoidance entails changing the Project Plan to eliminate the risk or condition or to protect the project objectives from its impact.
  - *Transfer* – Risk transference is seeking to shift the consequence of a risk to a third party together with ownership of the response. Transferring the risk simply gives another party responsibility for its management; it does not eliminate it.
  - *Mitigate* – Risk mitigation seeks to reduce the probability and/or consequences of an adverse risk event to an acceptable threshold. Taking early action to reduce

the probability of a risk's occurring or its impact on the project is more effective than trying to repair the consequences after it occurs.
    - *Accept* – This technique indicates that the project team has decided not to change the Project Plan to deal with a risk or is unable to identify any other suitable response strategy.
- <u>Opportunities:</u>
    - *Exploit* – Exploitation entails taking actions to ensure that the opportunity will occur and that the project will benefit from it.
    - *Share* – Sharing the opportunity is seeking to shift the consequence of a risk to a third party in order to gain benefit for the project. Transferring the risk simply gives another party responsibility for its management; it does not eliminate it.
    - *Enhance* – Enhancing seeks to increase the probability and/or impact of an opportunity. Taking early action to increase the probability of an opportunity occurring or its impact on the project is more effective than taking no proactive action, yet hoping that it might occur.
    - *Accept* – This technique indicates that the project team has decided not to change the Project Plan to deal with an opportunity or is unable to identify any other suitable response strategy.

The Risk Register should be updated upon completion of risk response planning. If the risk plan is to mitigate, the original probability and impact scores should be updated to reflect the current status, as the scores will likely be lower than before risk response planning. Risk Owners should be assigned to all risks at this time.

The Project Plan should be updated to incorporate any activities associated with risk response plans that will be implemented. Risk response activities that will be implemented only if a risk trigger has occurred or is about to occur should not be entered into the Project Plan at this time.

Risk Monitoring and Control

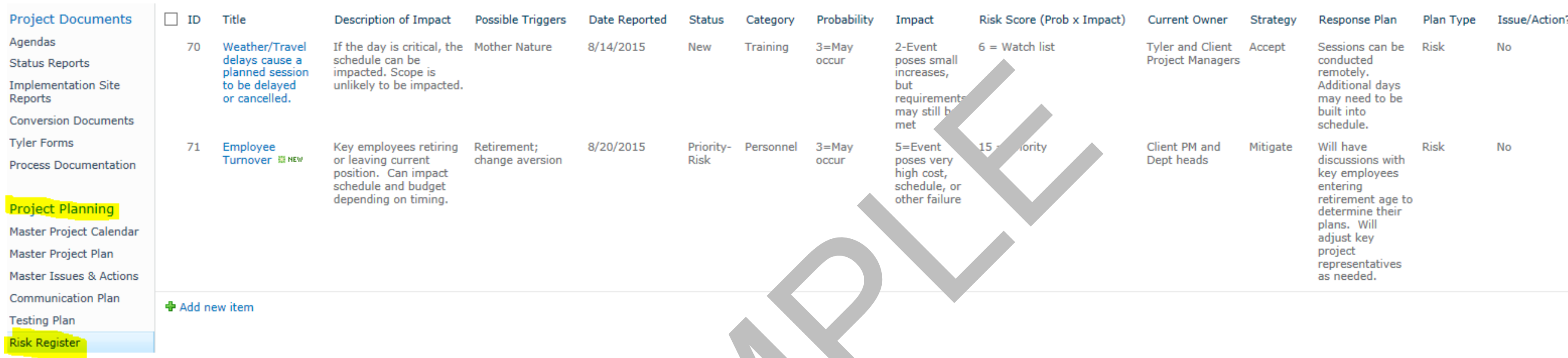
Risks must be continuously reviewed, monitored and controlled throughout the project. Newly identified risks should be added to the risk registers and the steps performed earlier in the process (risk analysis and response planning) should be performed. In addition, identified risks should be monitored and updated, as probability and impact change throughout a project. Risks may also no longer pose a threat or opportunity and may be closed.

Risk Owners should review their assigned risks regularly to determine if a trigger is about to occur, or if it has occurred, so they can implement the risk response plan.

Regular updates to the Risk Register and the Project Plan are necessary throughout this process.

C. Risk Register

The Risk Register is located on the Client SharePoint site as a list, not a document, under Project Planning > Risk Register. Please update with information obtained during the processes described above. This is meant to be an ongoing list with regular monitoring and updating.



ID	Title	Description of Impact	Possible Triggers	Date Reported	Status	Category	Probability	Impact	Risk Score (Prob x Impact)	Current Owner	Strategy	Response Plan	Plan Type	Issue/Action?
70	Weather/Travel delays cause a planned session to be delayed or cancelled.	If the day is critical, the schedule can be impacted. Scope is unlikely to be impacted.	Mother Nature	8/14/2015	New	Training	3=May occur	2-Event poses small increases, but requirements may still be met	6 = Watch list	Tyler and Client Project Managers	Accept	Sessions can be conducted remotely. Additional days may need to be built into schedule.	Risk	No
71	Employee Turnover NEW	Key employees retiring or leaving current position. Can impact schedule and budget depending on timing.	Retirement; change aversion	8/20/2015	Priority-Risk	Personnel	3=May occur	5=Event poses very high cost, schedule, or other failure	15 = Priority	Client PM and Dept heads	Mitigate	Will have discussions with key employees entering retirement age to determine their plans. Will adjust key project representatives as needed.	Risk	No

Add new item