



Deschutes County Board of Commissioners
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AGENDA REQUEST & STAFF REPORT

For WORK SESSION of August 29, 2016

DATE: August 25, 2016

FROM: Steve Reinke 911 541-322-6101

TITLE OF AGENDA ITEM:

Consideration of Board signature of Document No. 2016-598, a contract with Tyler Technologies Inc. for a Computer Aided Dispatch (CAD) system.

PUBLIC HEARING ON THIS DATE? No.

BACKGROUND AND POLICY IMPLICATIONS:

One of the District's strategic goals is the full integration of its CAD system with the Tyler Records Management System (RMS) in use by all local law enforcement agencies. DeltaWrX, a consulting firm with extensive experience with RMS and CAD systems, was retained to do an assessment of the District's operational needs and the pros and cons of changing to Tyler's CAD platform.

As part of the company's scope of work, an extensive set of functional needs was developed, which Tyler successfully demonstrated to the dispatch staff. After the demonstrations, staff made site visits and performed reference checks, and the consensus was to move forward with the change, which was also recommended by DeltaWrX in their report. At its July meeting, the 9-1-1 User Board concurred.

FISCAL IMPLICATIONS:

The \$1.5 million CAD replacement project is in the FY17 budget. In addition to funds for this contract, the budget includes money for a project manager; third party interfaces; and related system hardware.

RECOMMENDATION & ACTION REQUESTED:

Consider approving the contract with Tyler Technologies, Inc.

ATTENDANCE: Steve Reinke.

DISTRIBUTION OF DOCUMENTS:

Three originals. Two to Steve Reinke at the Deschutes County 9-1-1 Service District (with one going to the vendor) and one for the County's records.

REVIEWED



LICENSE AND SERVICES AGREEMENT

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

WHEREAS, 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.
- **“Available Download Date”** means the date we make the Tyler Software available to you for downloading.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means Deschutes County 911 Service District.
- **“Daily Rate”** means the daily rate for Professional Services, Project Management or Development personnel. The daily rate is protected for 24 months after the Effective Date and covers all hours worked by Tyler personnel. Professional Services rate is \$1,280, Project Management is \$1,440 and Development Personnel is \$1,440. After 24 months, services requested will be at our then-current rates.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our then-current user 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.
- **“Go Live”** shall mean the mutually agreed-to date, set forth in the Statement of Work and/or project plan, and subject to change by mutual agreement, on which live transactions will be entered into the live/production environment. In any event, if the Tyler Software is used in live production, “Go Live” is achieved.
- **“Go Live Date”** means the date the Go Live is achieved.

- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the mutually agreed to documents setting forth roles, responsibilities, tasks, and deliverables as applicable, scope of services for third-party service providers (Exhibit E. herein).
- **“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 End User License Agreement(s)”** means the end user license agreement(s), if any, for the Third Party Software attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation, as successor-in-interest to New World Systems.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other and 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 in effect 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 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through the applicable Maintenance and Support Agreement.

- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any technical assistance you require or request associated with such transfer. If we independently require you to perform such a transfer prior to use in live production, we agree to provide our technical assistance associated with the transfer at no additional cost to you.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. 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 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 an applicable 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 applicable Maintenance and Support Agreement at no charge to you beyond your annual maintenance and support fees.
5. System Configuration and Hardware Compatibility. Our recommended system configuration and hardware compatibility information for your initial installation, planned hardware upgrades and replacements is contained within the Statement of Work. We warrant the recommended hardware configuration, as described in Exhibit E, Schedule 4, is sufficient to operate the currently proposed Tyler Software.
6. Data. We agree that all data we receive from you that is used or stored in connection with the Tyler Software or services provided under this Agreement is, or will be, and shall remain your exclusive property and shall be deemed your confidential information, as set forth in Section I(19). We hereby waive any interest, title, lien or right to any such data.
7. Risk of Loss. Delivery of Third Party Hardware shall be made in accordance with the project plan schedule (included as part of the Statement of Work). Minor variances from this project plan schedule may be permitted subject to a mutual agreement by both parties and confirmed by prior written notice. The Third Party Hardware shall be installed and placed into good working order by each respective representative in accordance with the SOW. During the time period where the Third Party Hardware is in transit and until the Third Party Hardware is fully installed in good working order, each party and their insurer shall be responsible for the Third Party Hardware in accordance with the SOW and each party bears responsibility for all risk and loss or damage to their Third Party Hardware.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the

Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Additional Services.
 - 3.1 If additional work is required beyond the scope of services set forth in the Investment Summary and the Statement of Work, 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 ninety (90) days, and we agree not to perform any work pursuant to an addendum or change order without your specific authorization.
 - 3.2 The professional services itemized in the Investment Summary include twenty (20) additional days of Implementation and Training services and twelve (12) additional days of Project Management services that can be used upon your written request without an addendum or change order. You have the option to use or not use these days and will be billed only for the days or partial days used.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of events scheduled in the Project Plan. Therefore, if you unilaterally cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) no more than two (2) days of daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Key Personnel.
 - 5.1 In the event our personnel provide services that do not conform to our services warranty, we will be given a reasonable opportunity to correct the deficiency. In the event the deficiency persists, you may require the removal of the personnel in question.
 - 5.2 Recognizing that project management is a key factor in implementing the project according to the Statement of Work in Exhibit E, we will assign a project manager with experience in implementing similar-sized or larger public safety projects as an employee of Tyler. Prior to assigning a project manager, we will provide you with the resume for the proposed project manager and, upon request, make the proposed project manager available to you for a telephone interview.
 - 5.3 We shall make commercially reasonable efforts to maintain the same project manager until Final Acceptance of the system. However, if we need to replace the project manager, we will make every effort as circumstances allow to provide you with written notice at least ten (10) business days prior to the date of the replacement. Before assigning a new project manager, we will provide you with the resume for the proposed project manager and, upon request, make the proposed project manager available to you for a telephone interview.
6. Services Warranty. Each of the project team members assigned to the project shall be appropriately qualified, trained, skilled, knowledgeable and experienced for the respective position and duties to which assigned, and shall be available to devote sufficient time to perform the services itemized in

the Statement of Work, and according to the standards and processes set forth therein. 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.

7. Site Access and Requirements. At no charge 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, at no charge to us, a reasonably suitable environment, location, and space for the installation of the Tyler Software and 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 Third Party Products.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software and Third Party Products is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services you have contracted for, and assisting us by performing the roles, responsibilities, and tasks outlined in the Statement of Work and mutually developed in the project plan and schedule. 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).
9. Final Acceptance. Tyler and Client will conduct Acceptance Testing as provided for in Exhibit E. Final Acceptance will occur after the completion of the 90-day Acceptance Test Period and when all Defects and performance degradations classified as needing to be remedied before Final Acceptance have been remedied.

SECTION D– MAINTENANCE AND SUPPORT

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

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

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

SECTION E – THIRD PARTY PRODUCTS

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

1. 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 of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party End User License Agreement(s), if applicable.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary, if any.
 - 2.2 If the Third Party 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.
 - 2.3 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 associated with such transfer.
 - 2.4 Third Party Products Warranties.
 - 2.5 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 2.6 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.
 - 2.7 You acknowledge that we are not the developer or 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.
3. 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 Tyler, 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 the fees for the license(s), products, and services in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend

are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until (a) we complete the action items outlined in the plan; or (b) after we notify you that 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, and you do not perform those items within the extended timeframe we mutually may agree to, with both (a) and (b) measured according to the performance and/or delivery standards set forth in that plan or this Agreement. 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 thirty (30) days of notice of our intent to do so. Failure to contest an invoice as set forth herein does not waive our warranty obligations under the Agreement.

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. **Lack of Appropriations.** If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. **For Convenience.** You may terminate this Agreement for convenience upon thirty (30) days' prior written notice. In the event of termination for convenience, 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.
4. **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, 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, and that you have not timely disputed under Section F(2). With the exception of pre-payments for products or services not yet provided, you will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will 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; (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.

2. General Property Damage and Personal Injury Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury, wrongful death, or loss of property, which may arise or be alleged to have arisen for negligent acts, errors, omissions, or other wrongful conduct of us, our employees, agents, subcontractors, or any other person or entity acting under our control, in connection with our performances of the services pursuant to this Agreement; and to that extent, we shall pay all such claims and losses and shall pay all associated costs and judgments.
- 2.2 To the extent permitted by applicable law, subject to the damages limitations of Oregon Tort Claims Act, you will indemnify and hold harmless us and our agents, officials, and employees

from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct.

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 DIRECT DAMAGES, NOT TO EXCEED TWO TIMES THE ONE-TIME LICENSE AND SERVICES FEES SET FORTH IN THE INVESTMENT SUMMARY. THOSE FEES ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2), OR THAT ARISE OUT OF OUR WILLFUL, RECKLESS OR WANTON MISCONDUCT OR OUR BAD FAITH CONDUCT.
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

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 twenty-four (24) months from the Effective Date, and thereafter at our then-current list price, 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 twenty-four (24) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within forty-five (45) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will meet within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If

we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. Conflicts of Interest. We covenant that to the best of our knowledge and belief, we presently have no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict with our performance under this Agreement. We further covenant not to offer or give any gratuity (e.g. dinner, entertainment or gift) to you or your employees that is intended by the gratuity, to obtain further services, or to obtain favorable treatment under the contract.
7. Solicitation. Excluding general solicitation and hiring in accordance with its standard general recruiting practices, through advertising in publications or through Internet sites, and independent employment agencies, Tyler shall not solicit or hire, in any capacity whatsoever, directly or indirectly, any of your employees, within one year of the Effective Date.
8. 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.
9. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
10. 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.
11. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
12. 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 End User License Agreement(s).

13. 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. In addition, in the event of any conflict between the terms of this Agreement (including the Invoicing and Payment Policy and the Statement of Work) and the comments provided in the Investment Summary, the terms of this Agreement will prevail.
14. 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.
15. 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.
16. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
17. Notices. All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
18. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
19. 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.
20. 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.
21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, the “claim”) between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be conducted solely and exclusively within the United States District Court for the District of Oregon.
22. 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.
23. 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.
24. Video Taping. We understand that you reserve the right to video and/or audiotape any and all training sessions, whether held at your site or ours or via teleconference. Use of such tapes shall be strictly for your staff training purposes, and subject to all applicable limitations on use and disclosure set forth in this Agreement.
25. Contract Documents. This Agreement includes the following exhibits:
- | | |
|--------------|--|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| Schedule B-1 | Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement Schedule |
| Schedule C-1 | Support Call Process |
| Exhibit D | Third Party End User License Agreement |
| Exhibit E | Statement of Work |
| Schedule E-1 | Professional Services |
| Schedule E-2 | Data File Conversion Assistance |
| Schedule E-3 | Customer Requested Standard Software Enhancements and/or Custom Software |

Schedule E-4: Hardware Specifications

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.

Deschutes County, OR

By: _____

By: _____

Name: Greg Sebastian

Name: Alan Unger

Title: President, Public Safety Division

Title: Chair, Governing Board

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel

Address for Notices:

Deschutes County 911 Service District
20355 Poe Sholes Drive, Suite 300
Bend, OR 97703
ATTN: Director



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.

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Investment Summary

DESCHUTES COUNTY 911 SERVICE DISTRICT, OR

August 23, 2016

Tyler Software and Services

| | | |
|---|----------------------------|---------------------------|
| A. License Fees | | \$329,400 |
| 1) Licensed Standard Software | \$610,000 | |
| 2) Less Discount | (152,500) | |
| 2) Less Customer Loyalty Discount | (128,100) | |
| B. Professional Services | | 661,550 |
| 1) Project Management | | |
| 2) Implementation and Training | | |
| 3) Systems Assurance and Software Installation | | |
| 4) Interface Installation Fees including GIS Implementation | | |
| 5) Decision Support Software Implementation Services | | |
| 6) Custom Software/Custom Software Interfaces | | |
| C. Third Party Products and Services | | 128,550 |
| 1) Third Party Products and Services | | |
| D. Travel and Living Expenses (Estimate) | | 78,000 |
| | TOTAL ONE TIME COST | <u>\$1,197,500</u> |

Maintenance

E. Maintenance and Support Fees for Tyler Software Licensed under this Agreement

| | |
|--------------------|-----------|
| Year 1 Maintenance | Waived |
| Year 2 Maintenance | \$120,015 |
| Year 3 Maintenance | 123,615 |
| Year 4 Maintenance | 127,324 |
| Year 5 Maintenance | 131,144 |

NOTE: Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, we reserve the right to adjust its prices accordingly. Prices do not include hardware servers or workstations.

| A. LICENSE FEES | | |
|------------------------|--------------------|-------------------|
| ITEM | DESCRIPTION | INVESTMENT |

STANDARD SOFTWARE TO BE DROPPED FROM MAINTENANCE

MOBILE SOFTWARE

MOBILE SOFTWARE ON THE RS/6000

- 1. Base Communications Server (1-500 units)**

Additional New World Software for RS/6000 Message

- 2. Switch**
 - Non-New World CAD Interface (1-500 units)

STANDARD SOFTWARE TO BE ADDED

CAD

- 3. New World Enterprise Combined LE/Fire/EMS CAD** \$99,000
 - CAD Mapping
 - Call Entry
 - Call Control Panel
 - Unit Recommendations
 - Unit Status and Control Panel
 - Call Stacking
 - CAD Messaging
 - Call Scheduling
 - Dispatch Questionnaire
 - Fire Equipment Search/Fire Equipment Move
 - GIS/Geo-File Verification
 - Hazard and Location Alerts
 - Hazmat Search
 - Hydrant Inventory
 - Access to New World LE Records
 - Access to New World Fire Records
 - Note Pads
 - Proximity Dispatch (Requires CAD AVL and Mobile)
 - Rip-N-Run Remote Printing
 - Run Cards/Response Plans

| | |
|--|--------|
| 4. Additional New World Enterprise Software for Computer Aided Dispatch | |
| - BOLOs | 9,000 |
| - CAD Auto Routing | 9,000 |
| - CAD AVL | 9,000 |
| - Web CAD Monitor | 30,000 |

| | |
|---|--------|
| 5. New World Enterprise Third Party Interface Software | |
| - CAD Paging Interface <i>Supports SNPP, SMTP, Standard TAP, WCTP</i> | 9,000 |
| - E-911 Interface | 9,000 |
| On-Line Modules | |
| - On-Line CAD Interface to State/NCIC <i>Includes state-specific standard forms</i> | 9,000 |
| - Pictometry Interface | 9,000 |
| - Pre-Arrival Questionnaire Interface (2 questionnaire(s) - EMD, Fire) <i>Supports ProQA for Fire, EMD, Police; ProQA Paramount for Fire, EMD, Police; APCO Meds & Advisor, PowerPhone</i> | 18,000 |
| - Encoder Interface <i>Supports Zetron Models 25, 26, Locution, WestNet Firstin, Zetron IP-based FSA</i> | 9,000 |
| - Out-of-Band AVL Interface (one-way interface) | 11,000 |
| - ePCR Interface (supports ImageTrend) | 22,000 |
| - PulsePoint Interface | 11,000 |

| | |
|------------------------------|------------------|
| SUB-TOTAL CAD MODULES | \$263,000 |
|------------------------------|------------------|

FIRE RECORDS

| | |
|---|--------|
| 6. New World Fire Records Software Base Package* | 18,000 |
| - Pre-plans | |

**The license for the Fire Records module is solely for pre-plan functionality. Customer shall not be entitled to use any other Fire Records functionality without paying additional software license fees. Use of the Fire Records modules for functionality other than pre-plans shall require Customer to pay for the full License and failing to do so shall invalidate Customer's limited license to Fire Records.*

| | |
|---------------------------------------|-----------------|
| SUB-TOTAL FIRE RECORDS MODULES | \$18,000 |
|---------------------------------------|-----------------|

DECISION SUPPORT SOFTWARE

| | |
|---|-----------------|
| 7. Law Enforcement Management Data Mart (CAD, RMS) | |
| - Includes 10+ users | 20,000 |
| Dashboards for Law Enforcement | 14,000 |
| SUB-TOTAL DECISION SUPPORT MODULES | |
| | \$34,000 |

MOBILE SOFTWARE

| | |
|---|----------|
| 8. New World Mobile Messaging Server | \$70,000 |
|---|----------|

CLIENT SOFTWARE

| | | | |
|---|-------|-----|------------------|
| 9. New World Mobile Software | | | |
| Mobile Messaging | | | 225,000 |
| Dispatch/Messaging/LE State/NCIC (250 units) | \$400 | ea. | \$100,000 |
| Driver's License Mag Stripe Reader/Barcode Reader Interface (250 units) | 100 | ea. | \$25,000 |
| Mugshot Image Download (250 units) | 100 | ea. | \$25,000 |
| State Photo Download (250 units) | 100 | ea. | \$25,000 |
| In-Car Mapping / AVL (250 units) | 100 | ea. | \$25,000 |
| In-Car Routing (250 units) | 100 | ea. | \$25,000 |
| SUB-TOTAL MOBILE MODULES | | | \$295,000 |

| | |
|--------------------------------------|------------------|
| STANDARD SOFTWARE LICENSE FEE | \$610,000 |
| LESS DISCOUNT | (152,500) |

| | |
|---------------------------------|------------------|
| NET SOFTWARE LICENSE FEE | \$457,500 |
|---------------------------------|------------------|

| | |
|---------------------------------------|------------------|
| LESS CUSTOMER LOYALTY DISCOUNT | (128,100) |
|---------------------------------------|------------------|

| | |
|-----------------------------------|------------------|
| TOTAL SOFTWARE LICENSE FEE | \$329,400 |
|-----------------------------------|------------------|

Note: The following entities, along with any entity within the Deschutes County 9-1-1 Service District to which the Client provides services as of the Effective Date, are authorized users. For the avoidance of doubt, changes to the entities currently within the Service District, that do not increase the service population size or exceed the current license count, such as the merger of two such entities, will be considered within the scope of the license grant.

- Alfalfa Rural Fire Protection District
- Black Butte Ranch Rural Fire Protection District
- Black Butte Ranch Police Department
- City of Bend Fire Department
- City of Bend Police Department
- City of Redmond Police Department
- Cloverdale Rural Fire Protection District
- Crooked River Ranch Fire and Rescue
- Deschutes County Sheriff’s Office
- Deschutes County 911 Service District
- La Pine Rural Fire Protection District
- Redmond Fire and Rescue
- Sisters/Camp Sherman Rural Fire Protection District
- Sunriver Fire Department
- Sunriver Police Department

| | |
|-----------|------------------------------|
| B. | PROFESSIONAL SERVICES |
|-----------|------------------------------|

| ITEM | DESCRIPTION | INVESTMENT |
|------|-------------|------------|
|------|-------------|------------|

PROFESSIONAL SERVICES

- | | | |
|-----------|--|----------|
| 1. | Project Management Services as required: | \$90,000 |
| | - Project Management | |
| | - Overall consultation and communication | |
| | - Monthly status reports and project updates throughout the duration of the project | |
| | - Implementation Plan | |
| 2. | Up to 12 days of Project Management Travel Time. | \$17,280 |
| | *The Client has the option to use or not use these days and will be billed only for the days or partial days used. | |
| 3. | Up to 93 days of Implementation and Training Services are included for: | 119,040 |
| | - Software Tailoring and Set Up | |
| | - User Education and Training | |
| | - Other Technical Support | |
| | - Travel Time Included | |
| | * Assumes train-the-trainer approach, with the exception of CAD, which is end user training | |

| | |
|--|---------------|
| <p>4. Up to 20 days of Additional Implementation and Training Services are included for:</p> <ul style="list-style-type: none"> - Other Technical Support as needed - Travel Time Included <p>*The Client has the option to use or not use these days and will be billed only for the days or partial days used.</p> | <p>25,600</p> |
| <p>5. Aegis 11 / Esri 10.2 LERMS Upgrade Service Fees</p> <ul style="list-style-type: none"> - Esri Upgrade Services 2,560 - Version 11 Upgrade 2,560 - Server Migration (no CAD) 12,800 | <p>17,920</p> |
| <p>6. Systems Assurance and Software Installation</p> <p>New World Enterprise High Availability Environment 18,400</p> <ul style="list-style-type: none"> - Install and configure high availability environment (HyperV or VMWare) - Configure application server - Consult on connectivity to new or existing Windows environment - Verify operating system and SQL configuration - Verify workstation configuration <p>Message Switch Staging to include: 2,560</p> <ul style="list-style-type: none"> - Install and configure message switch software - Configure system variables (i.e., operating system, interfaces, etc.) <p>Standard Combined LE and Fire Mobile Environment 16,000</p> <ul style="list-style-type: none"> - Install and configure mobile servers (live and test) - Consult on connectivity to new or existing Windows environment - Verify operating system and SQL configuration - Verify mobile configuration - Verify wireless connection | <p>36,960</p> |
| <p>7. Fixed Installation Service Fees:</p> <ul style="list-style-type: none"> - Web CAD Monitor 1,280 - CAD Pager Interface 2,560 - 911 Interface 1,280 - On-Line CAD Interface to State/NCIC 2,560 - Pictometry Interface 640 - Pre-Arrival Questionnaire Interface 1,280 | <p>48,320</p> |

| | | |
|---|--------|--------|
| - Encoder Interface | 7,680 | |
| - Out-of-Band AVL Interface | 9,600 | |
| - ePCR Interface | 2,560 | |
| - PulsePoint Interface | 3,840 | |
| GIS Implementation | 15,040 | |
| 8. Decision Support Software Implementation Services: (CAD, RMS) | | 4,800 |
| - Installation of standard library components (cubes and dashboards) | | |
| - Training with data and reporting cubes | | |
| - Training on use of data mart for custom report building | | |
| - Requires up to 2 on-site trips - remaining work will be completed remotely | | |
| 9. DATA FILE CONVERSIONS | | |
| <i>Ingestion of fields identified in Exhibit E, Schedule 2 into the Tyler Database</i> | | 27,850 |
| Data Conversion Analysis and Assessment | 4,000 | |
| Base Conversion | | |
| Master Files | 11,000 | |
| - Master Name (Jackets) | | |
| - Addresses | | |
| - Narratives | | |
| <i>Includes one source of data: names, addresses, characteristics, relationships, contact info, prior addresses for names. Does not include everything to which the name is linked (e.g., tickets, arrests)</i> | | |
| Address Re-Verification | 5,850 | |
| <i>Includes processing of converted (and other existing addresses) through the GIS verification methodology. Results are applied to the live Address table. Duplicate addresses are consolidated. This is not an Address cleanup process.</i> | | |
| Fire Records | | |
| <i>Additional Fire Modules</i> | | |
| - Business/Buildings | 3,500 | |

- Hydrant 3,500

10. CUSTOM SOFTWARE/CUSTOM SOFTWARE INTERFACES 273,780

Third Party Software Product (Custom Interfaces)

CAD Interfaces

- Sansio ePCR Interface (one-way) 18,360
 - ImageTrend Incident Reporting System Interface (one-way) 18,360
 - Interra CFS Export Interface (one-way) 18,360
 - CAD to CAD State BUS Interface (two-way) 125,100
 - Hitech SafetyNet Interface (two-way) 93,600

| | |
|--------------------------------------|------------------|
| TOTAL IMPLEMENTATION SERVICES | \$661,550 |
|--------------------------------------|------------------|

C. THIRD PARTY PRODUCTS AND SERVICES

| ITEM | DESCRIPTION | INVESTMENT |
|------|-------------|------------|
|------|-------------|------------|

1. THIRD PARTY PRODUCTS AND SERVICES

THIRD PARTY SOFTWARE

a. GIS Software 114,000

CAD

- Esri 10.2 9,000
 - CAD Workstations using ArcGIS Engine Runtime (30 workstations) 500 ea. 15,000

Mobile

- Mobile In-Car Mapping and Routing (360 units) 250 ea. 90,000

THIRD PARTY HARDWARE

b. Hardware, System Software & Services 14,550

Message Switch (3year warranty) 14,250
 Lantronix UDS-1100 - 2 unit(s) 150 ea. 300

| | |
|--|------------------|
| TOTAL THIRD PARTY PRODUCTS AND SERVICES | \$128,550 |
|--|------------------|

| D. TRAVEL AND LIVING EXPENSES (Estimate) | | |
|--|---|---------------------------|
| ITEM | DESCRIPTION | INVESTMENT |
| 1. | TRAVEL AND LIVING EXPENSES (Estimate) Estimated 39 trips at \$2,000 per trip. | \$78,000 |
| TOTAL ONE TIME COST | | <u>\$1,197,500</u> |

| E. MAINTENANCE AND SUPPORT FEES | | |
|---------------------------------|--|------------|
| ITEM | DESCRIPTION | INVESTMENT |
| 1. | MAINTENANCE AND SUPPORT AGREEMENT: | |
| | 1. Maintenance and Support fees for the Tyler Software licensed under this Agreement will be will be invoiced on a pro rata basis for the period running from November 1, 2017 through December 31, 2017, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software. Maintenance and support fees for previously licensed software are provided in Section E(1)(2) immediately below. (Includes maintenance fees for the Esri software integration that is part of Exhibit A - Licensed Software.) | |
| | 365-day No Charge Maintenance | Waived |
| | Year 2 Maintenance: | \$120,015 |
| | Year 3 Maintenance: | 123,615 |
| | Year 4 Maintenance: | 127,324 |
| | Year 5 Maintenance: | 131,144 |

:

2. Beginning January 1, 2017, Client will receive maintenance and support services under the terms of this Agreement for the software products listed in Table 1 below, and the previous maintenance and support agreement(s) pertaining to those products will terminate. These products were licensed under separate contract. Maintenance and support fees for these products will be as provided in Table 2 below, with future increases governed by Exhibit B of this Agreement.

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Table 1

| Coverage Period * | To | Original Contract | Units |
|--|----------|-------------------|-------|
| 1/1/2017 To 12/31/2017 | | | |
| Software under Maintenance Agreement | | | |
| Aegis MSP Software | | | |
| Law Enforcement Records Software | | | |
| Activity Reporting and Scheduling MSP | 12/20/10 | | 1 |
| Alarms Tracking and Billing MSP | 12/20/10 | | 1 |
| Bookings MSP | 12/20/10 | | 1 |
| Career Criminal Registry MSP | 12/20/10 | | 1 |
| Case Management MSP | 12/20/10 | | 1 |
| Data Analysis Mapping & Management Reporting MSP | 12/20/10 | | 1 |
| Equipment Tracking MSP | 12/20/10 | | 1 |
| Field Investigations MSP | 12/20/10 | | 1 |
| Gang Tracking MSP | 12/20/10 | | 1 |
| Gun Permits MSP | 12/20/10 | | 1 |
| LE Records Federal & State Compliance MSP | 12/20/10 | | 1 |
| LE Records Multi-Jurisdictional Base MSP | 12/20/10 | | 1 |
| Narcotics Management MSP | 12/20/10 | | 1 |
| Orders of Protection MSP | 12/20/10 | | 1 |
| Pawn Shops MSP | 12/20/10 | | 1 |
| Property Room Bar Coding MSP | 12/20/10 | | 1 |
| State Accidents Compliance MSP | 12/20/10 | | 1 |
| Ticket Writer Interface MSP | 12/20/10 | | 1 |
| Vehicle Tracking MSP | 12/20/10 | | 1 |
| Public Safety Interface Software | | | |
| Citizens Reporting Interface MSP | 12/20/10 | | 1 |
| On-Line Global Subjects Interface to State/NCIC MSP | 12/9/11 | | 1 |
| On-Line Property Checks Interface to State/NCIC MSP | 12/20/10 | | 1 |
| On-Line Wants & Warrants Interface to State/NCIC MSP | 12/20/10 | | 1 |
| State/NCIC Interface MSP | 12/20/10 | | 1 |
| Photo Imaging Software | | | |
| Digital Imaging MSP | 12/20/10 | | 1 |
| Public Safety Mug Shots/Line-Ups MSP | 12/20/10 | | 1 |
| Mobile Software | | | |
| Mobile Server Software | | | |
| Base CAD/NCIC/Messaging | 12/20/10 | | 500 |
| Field Reporting Data Merge | 12/20/10 | | 500 |
| Field Reporting Server | 12/20/10 | | 500 |
| Mobile Upload Software | 12/20/10 | | 500 |
| Mobile Software on the RS6000 | | | |
| Communications Server | 12/20/10 | | 500 |
| Non-New World CAD Interface | 12/20/10 | | 200 |

Table 1 (Continued)

| | Original Contract | Units |
|---|-------------------|-------|
| Software under Maintenance Agreement | | |
| Mobile Client Laptop Software | | |
| Drivers License Mag Stripe Reader Interface | 12/20/10 | 188 |
| Field Investigation Field Reporting | 12/20/10 | 441 |
| LE Accident Field Reporting | 12/20/10 | 441 |
| LE Accident Field Reporting Compliance | 12/20/10 | 441 |
| LE CAD Via Switch | 12/20/10 | 188 |
| LE Field Reporting | 12/20/10 | 441 |
| LE Field Reporting Compliance | 12/20/10 | 441 |
| Mobile Upload of Field Reports | 12/20/10 | 441 |
| Ticket Writer Interface | 12/20/10 | 340 |
| Mobile Software on the 400 or MSP Server | | |
| MDT/MCT Base CAD/RMS Interface | 12/20/10 | 200 |
| Aegis Justice Link Software | | |
| Aegis Link Software | | |
| LERMS Query Services | 12/20/10 | 1 |
| Web Briefing Notes (includes BOLOs) | 12/20/10 | 1 |
| Web Portal Case/Accident Report Download | 12/20/10 | 1 |
| Web Query | 12/20/10 | 1 |
| Site License Software | | |
| Site License | | |
| Site License | 12/20/10 | 175 |
| ESRI Embedded Applications Software | | |
| ESRI Embedded Applications - New | | |
| ArcGIS Standard Enterprise Server Integration | 12/20/10 | 1 |

Table 2

| | |
|---------------------|-----------|
| Year 1 Maintenance: | \$206,000 |
| Year 2 Maintenance: | \$212,180 |
| Year 3 Maintenance: | \$218,545 |
| Year 4 Maintenance: | \$225,101 |
| Year 5 Maintenance: | \$231,854 |

PRICING VALID THROUGH AUGUST 29, 2016.

OPTIONAL APPLICATION SOFTWARE

| A. LICENSE FEES | | |
|--|---|------------------------|
| ITEM | DESCRIPTION | INVESTMENT |
| CAD | | |
| 1. | New World Enterprise Third Party Interface Software - NG911 Interface (text to 911) <i>supports West Viper</i> | 15,000 |
| CLIENT SOFTWARE (for Microsoft Windows platform only) | | |
| 2. | New World Mobile Software (150 Units) | |
| | Mobile Messaging | 90,000 |
| | Fire Dispatch/Messaging | \$400 ea. \$60,000 |
| | In-Car Mapping / AVL | 100 ea. \$15,000 |
| | In-Car Routing | 100 ea. \$15,000 |
| | STANDARD SOFTWARE LICENSE FEE | \$105,000 |
| | LESS DISCOUNT | (26,250) |
| TOTAL SOFTWARE LICENSE FEE | | <u>\$78,750</u> |

Note: Training and Support Services costs as well as Maintenance (SSMA) costs for these optional modules are not included on the preceding pages. However, they may be easily incorporated into the proposal upon determination of the final software package.

PRICING VALID THROUGH AUGUST 29, 2016

Pricing Assumptions

- *Personal Computers must meet the minimum hardware requirements for Tyler products, as listed in Schedule 5 to Exhibit E.*
- *The Tyler Software requires Microsoft Windows 2008/2012 Server and SQL Server 2008/2012 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler.*
- *The Tyler Software requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.*
- *Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration; Tyler will provide further consultation for this environment.*
- *Does not include any required 3rd party hardware or software unless specified in Section C of this Investment Summary. Customer is responsible for any 3rd party support.*
- *Tyler Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*
- *Tyler's GIS implementation services are to assist the Customer in preparing the required GIS data for use with the Tyler Software. Depending upon the Licensed Software the Customer at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Customer is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Customer in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Tyler Software.*
- *Customer is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.*
- *All Tyler Customers are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Customer's GIS data will be contracted by Customer separately with Esri.*
- *Configuration and end user training for Decision Support Software to occur after Customer has been live for 3 months or longer on an application.*
- *AVL requires 3rd party GPS hardware.*
- *Driver's License Mag Stripe Reader/Barcode Reader requires third-party equipment or hardware; customer must provide magnetic stripe/2D encoding format.*



Exhibit B – Invoicing and Payment Policy

We will provide you with the software, products, 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 fees, products, and services 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) 50% on the Effective Date; and (b) 50% on the Available Download Date. Payments for License Fees are due within 90 days of invoice date.

1.2 Maintenance and Support Fees: The first year maintenance and support fees for the licensed software are waived for the one (1) year period commencing on November 1, 2016. Maintenance and support fees for years two through five are listed in the Investment Summary. Fees for subsequent years shall be at our then-current rates, except that in no event will we increase maintenance and support fees by more than three (3) percent in year six, by more than four (4) percent in year seven, or by more than five (5) percent in year eight.

2. Professional Services.

2.1 Implementation and Other Professional Services (including training and excluding travel expenses and DSS Support Training) will be billed and invoiced as follows:

- 10% upon the final approval of the project plan (Step 3 in the Statement of Work)
- 10% upon completion of the standard solution build (Step 5 in the Statement of Work)
- 20% upon completion of functional testing (Step 6 in the Statement of Work)
- 20% upon completion of user training (Step 7 in the Statement of Work)
- 15% upon CAD Go Live (Step 8C in the Statement of Work)
- 25% upon completion of Reliability Testing (Schedule 4 of Exhibit E)

2.2 *Additional Fixed Fee Consulting and Other Professional Services:* Up to 32 days of fixed-fee services will be invoiced if and as delivered, at the rates set forth in the Investment Summary. Other in-scope professional services set forth in the Investment Summary and not otherwise addressed in this Section 2 will be invoiced if and as delivered, at the rates set forth in the Investment Summary.

3. Third Party Products.

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

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

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

4. Requested Modifications to the Tyler Software: Any requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. Payment will be due within forty-five (45) days of invoice, as set forth below, unless you invoke the invoice dispute resolution procedure set forth in Section F(2) of the Agreement. For the avoidance of doubt, you may invoke that process because you have tested the modification and your testing has uncovered a non-conformance with the modification's specifications.

5. Expenses. The service rates in the Investment Summary do include travel expenses, which are set forth as an estimate only. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis at no charge. You will incur an administrative fee if you request receipts for all non-per diem expenses. Receipts for miscellaneous items less than twenty-five dollars are not available and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date, with the exception of software license fees, which are due within 90 days of invoice date. We prefer to receive payments electronically. Our electronic payment information is:

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



Exhibit B

Schedule 1

Business Travel Policy

1. Air Travel

A. Reservations & Tickets

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 |
| <u>Return Day</u> | |
| 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 licensed to you. 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 November 1, 2016 and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms at either our agreed to or then-current maintenance and support fees, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. Maintenance and Support Fees. The maintenance and support fees for years one through five for the Tyler Software licensed to you are listed in the Investment Summary. Subsequent maintenance and support fees are invoiced annually in advance at our then current rates. Moreover, and notwithstanding any statement to the contrary set forth above, we agree not to increase maintenance and support fees by more than three (3) percent in year six, by more than four (4) percent in years seven, or by more than five (5) percent in year eight. Those amounts are payable in accordance with our 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 sixty (60) days of the due date. We will reinstate maintenance and support services only if you pay all past due undisputed maintenance and support fees, including all undisputed 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, where a “version” is designated by the number immediately preceding the decimal in the version title, as opposed to a release, designated by the number immediately following the decimal); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void.
 - 3.2 Provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
 - 3.3 Provide emergency 24-hour per day telephone support for Tyler CAD, seven (7) days per week. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the Tyler New World CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.
 - 3.4 Maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software in order to provide maintenance and support services.

- 3.5 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.
- 3.6 Provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
- 3.7 Provide, at no charge, maintenance support for the Tyler-developed portion of the custom interface software described in Exhibit E, Schedule 3 of this Agreement to ensure the custom software will operate correctly with current and future releases of Tyler's Software. Tyler is not required to provide no-charge support services that might be required due to changes made by the 3rd party software.
4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. 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 can't 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 required was a reason outside our control. Either way, you agree to provide us, at no charge, with full 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.
- 5.1 If 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.
- 5.2 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. 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; (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 material basis at our then current rates. You must request those

services with a least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process is attached to this Exhibit C as Schedule 1.



Exhibit C

Schedule 1

Support Call Process

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

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

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

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

- (a) **Priority 1:** *A Defect which renders the Licensed Standard Software inoperative or **critically** degrades the performance of the Licensed Standard Software; or causes the Licensed Standard Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect by a Tyler Call Center analyst, if required, Tyler shall assign a qualified product technical specialist(s) within one (1) business hour of our receipt of your notice, to diagnose and correct the Defect. Tyler shall work to make the correction, and shall provide ongoing communication to Client concerning the status of the correction until the Licensed Standard Software is restored to operational status without Priority 1 Defect.

The goal for correcting a Priority 1 event is 24 hours or less. A correction for a Priority 1 event may be included in a hot fix or patch outside of a service pack or software release outside of the 24-hour goal.

- (b) **Priority 2:** *A Defect which **severely** degrades the performance of the Software, but does not prohibit Client's use of the Licensed Standard Software.*

Tyler shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice, to diagnose and correct the Defect. Tyler shall work diligently to make the correction, and shall provide ongoing communication to Client concerning the status of the

correction until the Licensed Standard Software is restored to operational status and confirmed as such by Client. Immediately after notification of the Priority 2 event by Client, Tyler shall offer to Client workaround solutions, including patches, configuration changes, and operational adjustments and reverting to prior version of Tyler's software.

The goal for correcting a Priority 2 event is to include a correction in the next Licensed Standard Software release.

- (c) **Priority 3:** *A Defect which **moderately** degrades the performance of the Software, but does not prohibit Client's use of the Licensed Standard Software.*

The goal for correcting a Priority 3 event is to include a correction in subsequent Licensed Standard Software releases.

- (d) **Priority 4:** *A Defect which causes only a **minor** impact on the use of the Licensed Standard Software.*

Tyler may include a correction in subsequent Licensed Standard Software releases.



Exhibit D – Third-Party End User License Agreement

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Exhibit E – Statement of Work

We will deliver the services set forth in the Investment Summary, as set forth in the Agreement and, as applicable, as further detailed in the Statement of Work, which is included as part of this Agreement by reference. Except as expressly stated in the Agreement, none of the services we provide you under the Statement of Work are services related to hardware or third-party products. Whenever possible, we will provide services remotely so as to control travel expenses. All service fees and expenses are payable according to the Invoicing and Payment Policy.

Document Control Sheet

General Information

| Project Name | Project Manager | Business Owner (Key Sponsor) | Provider Single Point of Contact |
|--------------|-----------------|---------------------------------|-------------------------------------|
| | | | |

Document Preparation Information

| Author | Date | Organization Name |
|--------|------|-------------------|
| | | |

Distribution and Approvals

| Name | Title and Organization | Signature | Approval Date |
|------|------------------------|-----------|---------------|
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| | | | |

Change History

| Date | Change Description | Approved By |
|------|--------------------|-------------|
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Statement of Purpose

This Statement of Work (SOW) defines the principal activities and responsibilities of both Tyler Technologies and the Client for the implementation of the integrated System as defined in the Agreement. The Project consists of the delivery, installation, configuration, testing, training, and go-live of the Licensed Software described in the Agreement. Additional work activities and software functionality not described in the Statement of Work or Agreement will be considered a change to this project and will require a Change Order.

The integrated software suite shall be provided by Tyler to replace Client's existing Computer Aided Dispatch (CAD) and Mobile Computing (Mobile) system and transition the client from version 10.x to version 11.x of Tyler's Records Management (RMS) and Field Reporting System.

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

The SOW guides both Tyler and the Client on the primary activities and responsibilities necessary for a successful implementation. The SOW documents project implementation requirements, identifies each major task within the implementation process, sets expectations for each entity and identifies the criteria necessary for task completion. Tyler and Client will use this Statement of Work as a guide for managing the implementation of the Tyler project as provided and described in the Agreement.

General Project Responsibilities

Key Factors for Project Success

To complete a successful project, Client team's engagement and support is required in a number of areas.

Project Ownership

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

Client Executive Sponsor Engagement

- Provide leadership and clear direction to Client project team
- Allocate sufficient and qualified resources
- Confirm achievement of all milestones and deliverables after each phase of the project
- Track progress and resolve issues during executive milestone reviews
- Ensure that the assigned resources adhere to timeframes and schedules
- Partner with the Tyler Executive Sponsor to resolve any disputes that may arise
- Work as a team with Tyler to drive and promote change and take advantage of best practices

Change Management

- Client is responsible for managing change within its organization
- Limit the scope of changes that may delay implementation or increase the cost of the project
- Provide consistent coaching and reassurance from the leadership team
- Provide extra effort to manage change during the implementation period
- Explain the differences and overall benefits of the new solution to users

Stable Environment and Infrastructure

- Adhere to Tyler specifications for hardware, software and infrastructure as documented in the Agreement
- Manage and maintain the necessary network bandwidth and stability as documented in the Agreement
- Adhere to industry-standard practices when managing security, network and database resources
- Establish organization-wide policies and procedures to govern use of hardware, software and networks as they pertain to the use of Tyler products and Third Party products to which they Tyler products interface.

Project Management Responsibilities

Tyler Project Management

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

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

Tyler Project Management Team responsibilities include the following:

- Maintaining project communications with Client's Project Manager
- Managing the efforts of the Tyler staff and coordinating Tyler's activities with the Client's Project Manager
- Conducting regular status meetings with the Client's Project Manager
- Conducting regular project review meetings with the Client's Project Manager via telephone conference calls
- Responding to issues raised by the Client's Project Manager in a timely manner
- Preparing and submitting regular status reports
- Preparing and submitting project Change Orders to the Client's Project Manager as necessary
- Providing all documentation, 10 business days in advance of meeting or call.
- Preparing and submitting key project milestones signoff documents to the Client's Project Manager

Tyler will manage project scope in the following manner:

- Pre-Trip reports will be sent for each task that Tyler is assigned to 10 days in advance of the scheduled task
- Post-Trip reports will be sent within 3 days of the completion of the task
- Implementing Standard Software and Managing Project Scope
 - Adopt best practices to implement and use the standard solution optimally
 - Existing business processes may need to be modified
 - Changing requirements or delayed sign-offs may delay project and increase cost
- Non-Standard deliverables require a signed Requirements Document (RD)
 - RD is drafted by Client and a Tyler Solutions Consultant
 - RD is reviewed by both Client and a Tyler Project Manager
 - Client signs off on RD
 - Tyler only begins development after receiving a signed RD

Client Project Management

Client Project Management Team responsibilities include the following:

- Maintaining project communications with the Tyler Project Manager

- Managing the efforts of the Client's staff and coordinating Client activities with the Tyler Project Manager
- Providing input to Tyler for creation of the regular status reports
- Ensuring Client personnel have ample time, resources and expertise to carry out their respective tasks and responsibilities
- Participating in the status meeting with the Tyler Project Manager on a monthly basis or as may otherwise be reasonably required to discuss project status
- Providing responses to issues raised by the Tyler Project Manager in a timely manner
- Ensuring all documents are provided 10 business days in advance are reviewed by the Client prior to documented activities.
- Serving as liaison with all Client-provided third-party vendors and associated systems
- Ensuring that acceptable Change Orders are approved by authorized signature(s)
- Ensuring that timely signoff of key project milestones is provided
- Ensuring timely payment of invoices
- Ensuring that Tyler personnel have access to server and network equipment and work areas necessary to complete its work
- Providing workspace for Tyler personnel as reasonably requested

Escalation Policy

- Client identifies an issue and categorizes it as a product, project or business issue
- Client contacts their Tyler Project Manager and provides detailed documentation of the issue
- If the Project Managers cannot resolve the issue, they will jointly and in writing, raise it to their respective Executive Sponsors for resolution

General Project Assumptions

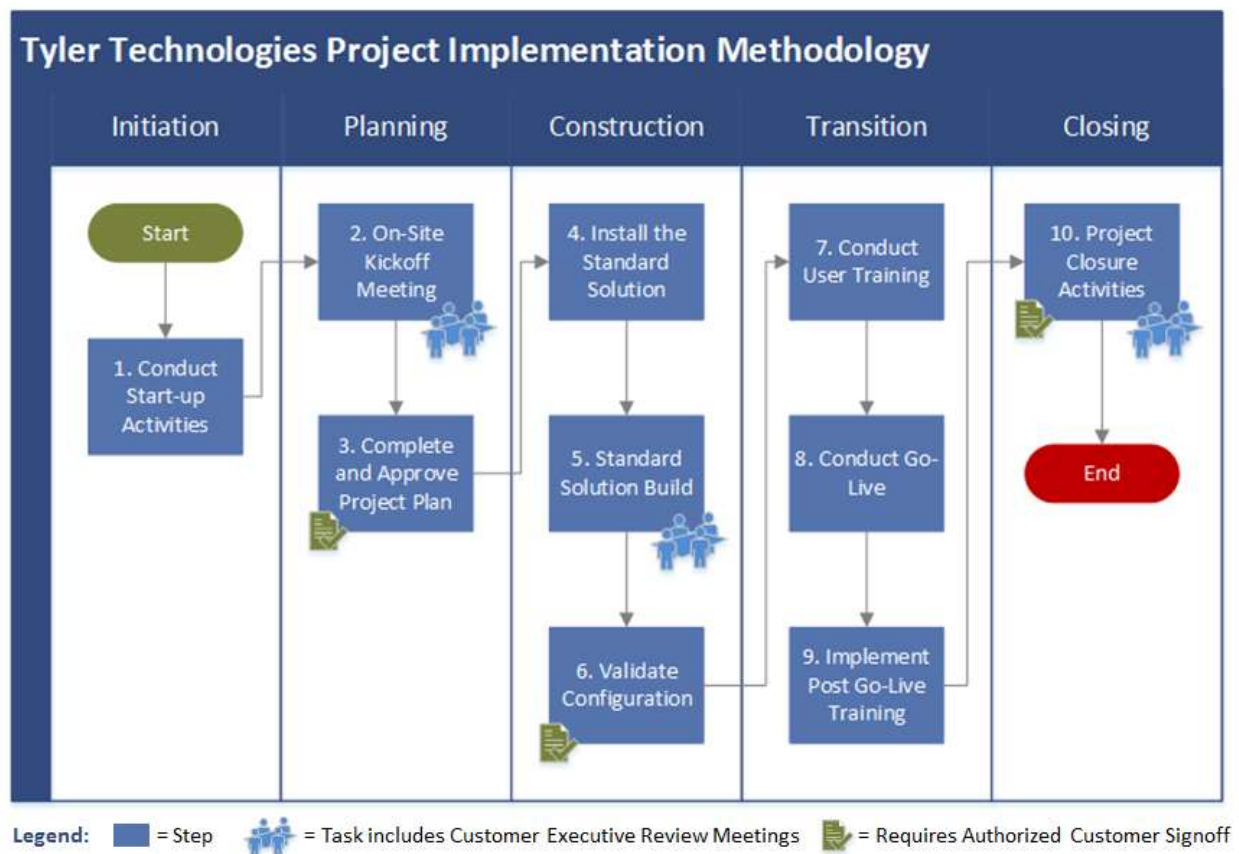
- Work will be performed at Client's location and Tyler's project offices and will be performed on business days during Client's normal business hours, except when both parties agree otherwise.
- Training will take place during normal business hours, which are typically from 8:00 a.m. to 5:00 p.m. Monday through Friday, and will not exceed eight (8) hours per 24-hour period. Nonstandard training hours may be accommodated upon mutual agreement. Training arrangement for non-participant observers may be made upon mutual agreement.
- Client is responsible for providing the hardware including servers, desktop and mobile computers, and ancillary equipment supporting the Tyler applications.
- The operation and availability of the external systems to which the Tyler applications interface is the responsibility of the Client.
- Client is responsible for ensuring third parties maintain in good working order the third-party systems that interface with Tyler software as part of this project.
- Client, with assistance from Tyler, will be responsible for testing of the software, including configuration specific to the Client.

Tyler Project Methodology Overview

The focus of Tyler's Project Manager, Project Support Office (PSO), services team, support team and all personnel associated with this project is to assist the Client in completing their project successfully.

Since its inception, Tyler has successfully completed thousands of Client projects and developed a standard project management methodology that is predictable, repeatable, lowers risk and maximizes Client success. This standard approach, the Tyler Project Implementation Methodology (PIM), is based upon a combination of Project Management Institute (PMI) Project Management Book of Knowledge (PMBOK)© principles and the experience of Tyler project management in deploying public safety solutions.

The following diagram outlines our Project Implementation Methodology. Although the steps on the diagram are sequential, over time, steps will overlap.



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

- **Initiation** – Conduct Start-up Activities
- **Planning** – Create and approve the Project Plan

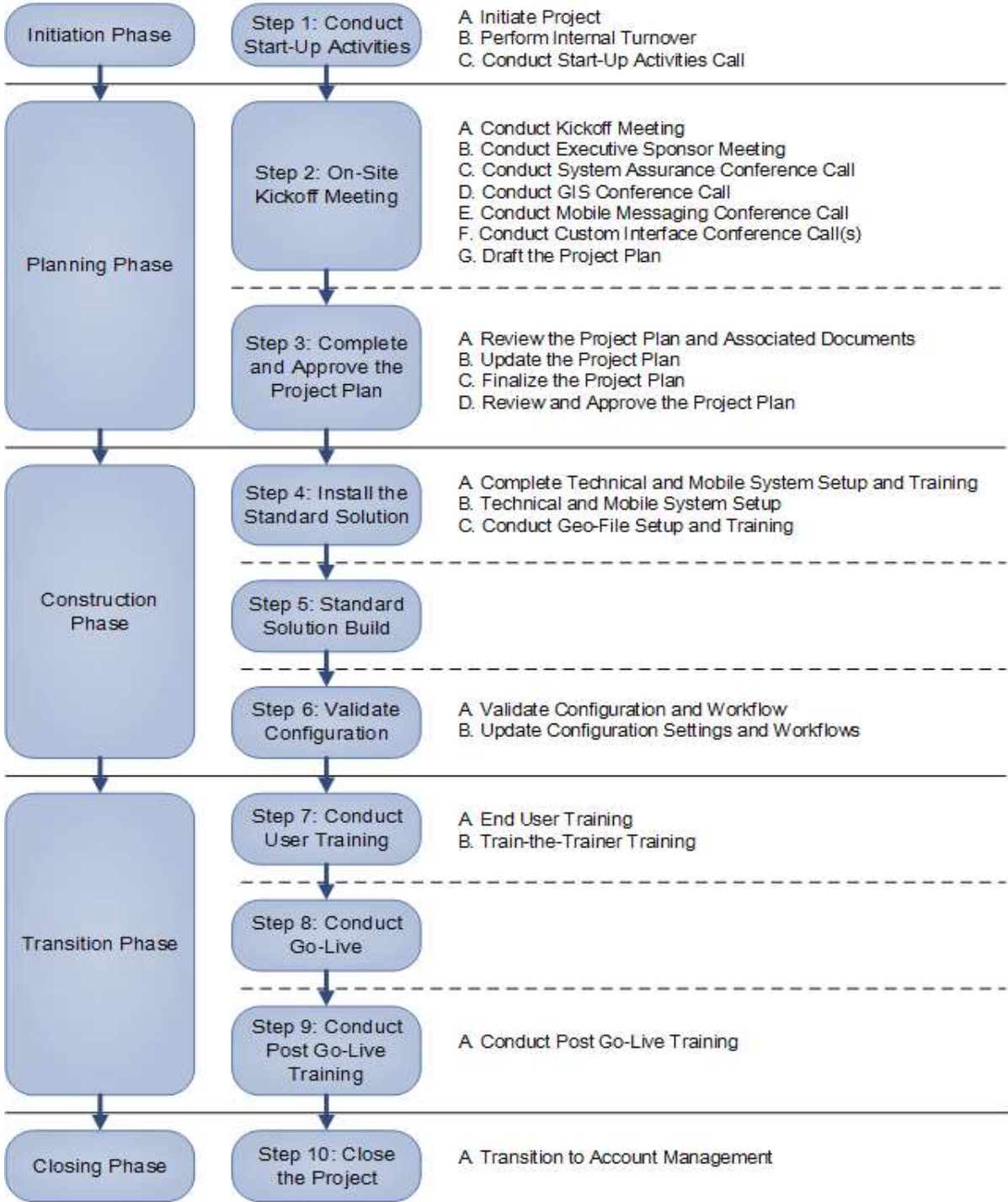
- **Construction** – Execute the Project Plan to build, configure, test and review the system to verify system readiness
- **Transition** – Train users, execute go live, complete post-go live activities
- **Closing** – Review and approve the project closure, disengage project management and formally transfer Client to Account Management team

Each phase consists of one or more steps comprised of one or more tasks as described in this Statement of Work. The description for each task includes:

- **Tyler responsibilities** – Tasks that Tyler staff is responsible to complete
- **Client responsibilities** – Tasks that Client staff is responsible to complete
- **Prerequisite tasks** – Items that must be completed prior to the start of the step and are used during the step
- **Deliverables** – Items that must be completed and delivered during the step and are requirements in order to consider the step complete

At the completion of each task, Tyler will provide formal notification a completion for the Client’s review and approval. Should there be an issue with a particular task, Client will provide a written response identifying the issue within ten business days of receiving the notification.

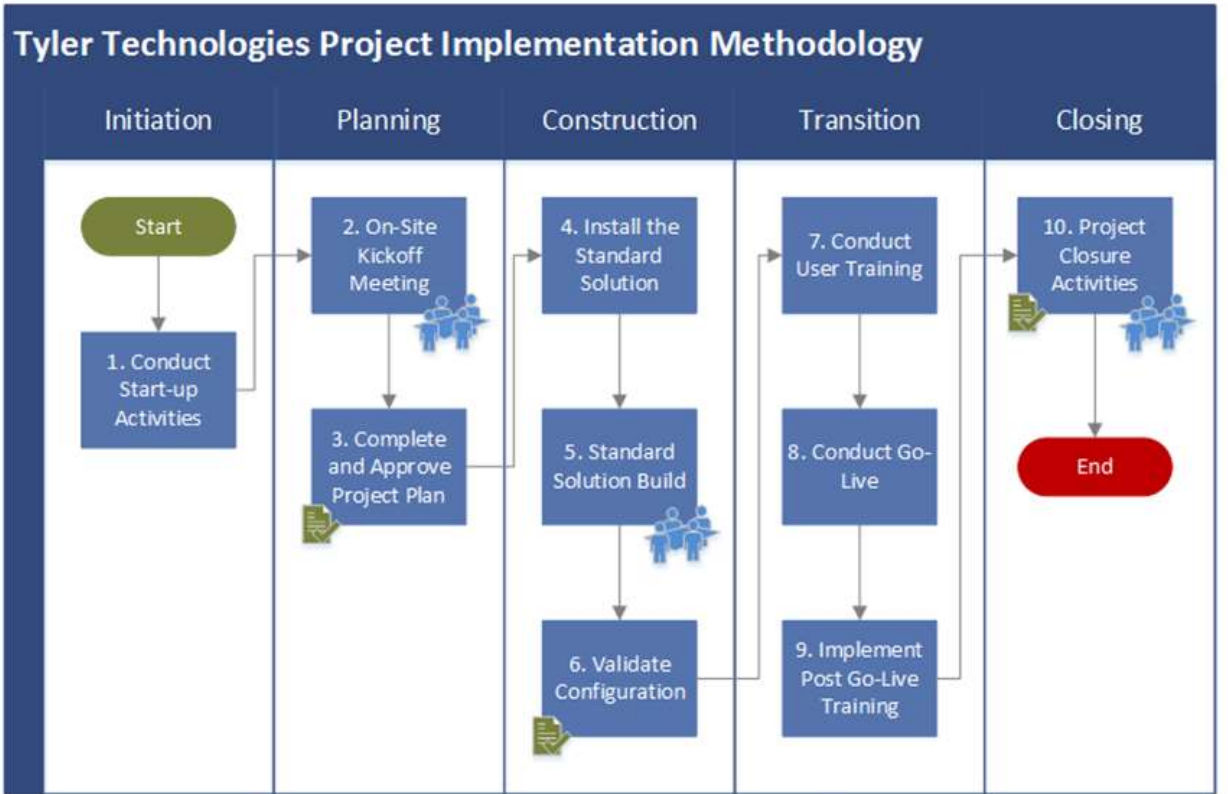
WBS Overview



Phase: Initiation

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

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



Legend: [Blue Box] = Step [People Icon] = Task includes Customer Executive Review Meetings [Green Arrow Icon] = Requires Authorized Customer Signoff

Step 1: Conduct Start-Up Activities

A. Initiate Project

Overview

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

Tyler responsibilities:

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

Client responsibilities:

- Provide availability for the call

Prerequisite tasks:

- Execute Agreement
-

Deliverables:

- Initial project framework established
- Project Schedule Template created
- Tyler delivery team assigned

B. Perform Internal Turnover

Overview

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

- New Account Sales / Client Care Manager
- Solution Consulting Practice Manager(s)
- Solution Consulting Administrative Assistant
- System Assurance Manager / Technical Lead
- PSO Manager
- Project Manager
- Professional Services Manager
- Interface Manager
- Others as needed

Tyler responsibilities:

Individual responsibilities are as follows:

Project Manager:

- Review the Agreement
- Review the Turnover Document
- Coordinate and schedule the internal turnover meeting
- Create and distribute a meeting agenda
- Conduct the meeting
- Facilitate a discussion that defines delivery structure and proposed project schedule for this project (e.g., application build approach)
- Initiate the Project Management Workbook
- Document action items, issues and risks in the Project Management Workbook

Other Tyler Employees:

- The PSO will create an initial Project Plan where the WBS is aligned with the deliverables defined in the Agreement
- Each attendee will review all project-related information, i.e., Agreement, internal documentation, meeting agenda, etc.
- Attendees will prepare questions and observations requiring further discussion
- Attend meeting and discuss agenda items
- Document and follow-up on any items requiring their attention

Client responsibilities:

- None

Prerequisite tasks:

- Complete turnover Document (internal document)
- Execute Agreement
- Complete Initial Project Plan Template

Deliverables:

- Initial Project Management Workbook that includes:
 - Governance Structure, Including Roles and Responsibilities
 - Communication Plan
 - Risk Management Plan
 - Action Items
 - Project Plan / Schedule

C. Conduct Start-Up Activities Call

Overview

The Project Manager will facilitate a conference call with the Client Project Manager. The objectives for

this call are:

- Discuss Kickoff Meeting agenda and objectives
- Set a date for the on-site Kickoff Meeting and discuss site preparation

Tyler responsibilities:

- Provide an agenda for the Start-Up Activities call
- Arrange and coordinate the Start-Up Activities call

Client responsibilities:

- Schedule Client resources to participate in the call
- Prepare for the call and discuss agenda items during the call

Prerequisite tasks:

- Complete Internal turnover

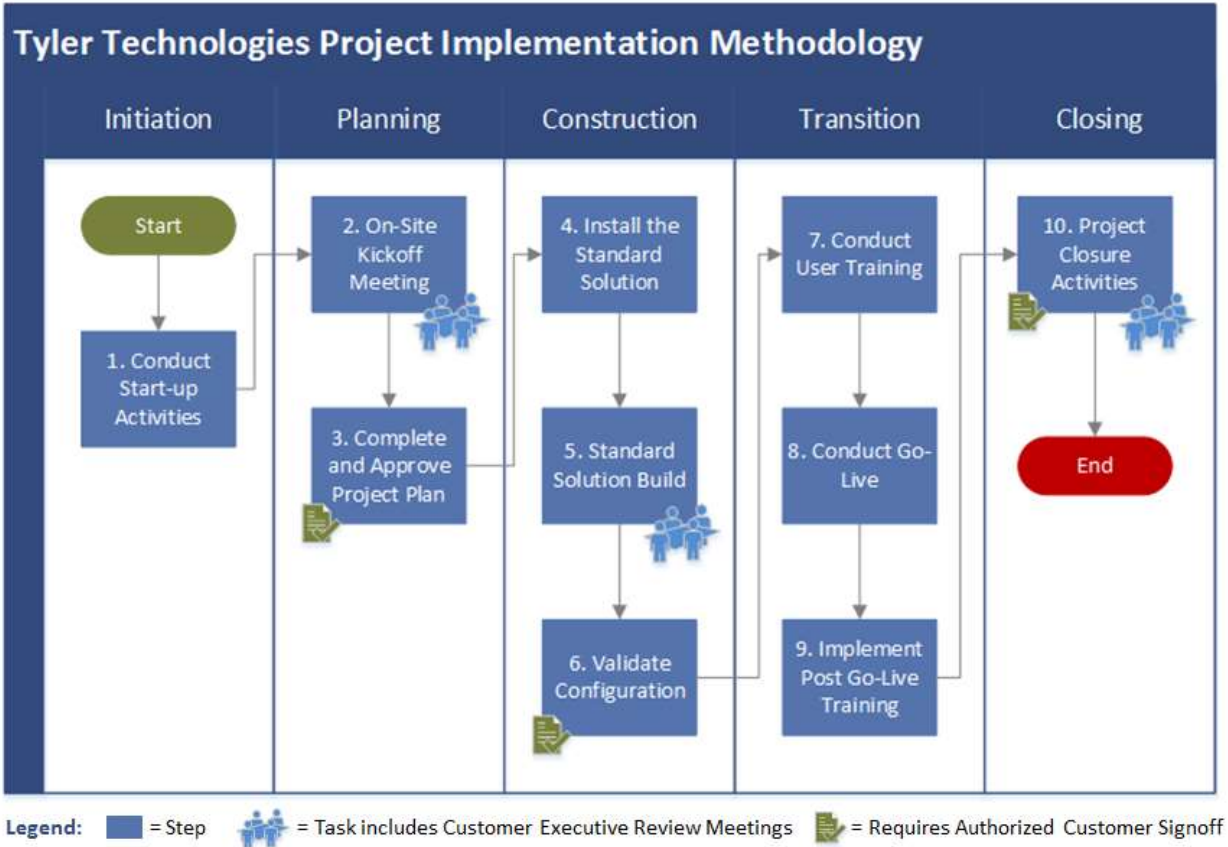
Deliverables:

- Start-up Call
- Date for Kickoff Meeting

Phase: Planning

Purpose: Create and approve the Project Plan.

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



Step 2: On-Site Kickoff Meeting

A. Conduct Kickoff Meeting

Overview

The Kickoff Meeting is a meeting during which the Tyler Project Manager provides the Client Project Team and other key stakeholders with an overview of the project. Tyler will describe project scope,

project methods, project acceptance criteria and governance. Key topics include:

- Identification of Client Executive Sponsor(s) to the Project Team
- Review of project scope
- Overall implementation strategy, roles, responsibilities and keys to project success

After the Kickoff Meeting, Tyler will update the Initial Project Management Workbook and provide a copy to Client.

Key meeting participants typically include:

- Tyler Senior / Executive Sponsor
- Tyler Sales Account Executive
- Tyler Project Manager
- Client Senior Management / Exec Sponsor
- Client Project Manager
- Client Project Team
- Client Subject Matter Experts (SMEs)

Tyler responsibilities:

- Provide Kickoff agenda at least 10 days prior to the Kickoff meeting
- Facilitate kickoff meeting
- Review initial project tasks, responsibilities and time frames

Client responsibilities:

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

Prerequisite tasks:

- Execute Agreement
- Conduct Start-Up Activities call
- Prepare Initial Project Management Workbook

Deliverables:

- Kickoff Meeting presentation
- Facilitated Kickoff Meeting
- Updated Project Management Workbook

B. Conduct Executive Sponsor Meeting

Overview

The Tyler Executive Sponsor will conduct an approximately one-hour meeting with the Client Executive Sponsor and any other desired Client Executives. The objective for the meeting is to establish executive-level communication and governance of the project. During this meeting, both parties will jointly develop a regularly scheduled series of calls and/or meetings over the life of the project.

Tyler responsibilities

- Coordinate the Executive Sponsor Meeting
- Provide input, if desired, as to suggested participants

Client responsibilities

- Participate in the Executive Sponsor Meeting
- Provide a Conference Room for meeting
- Work with Tyler to schedule regular calls and/or meetings

Prerequisite tasks

- Conduct Start-Up Activities call

Deliverables

- Scheduled calls and/or meetings with Client Executive Sponsor

C. Conduct System Assurance Conference Call

Overview

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

Tyler responsibilities:

- Provide Technical Services Implementation Guide at least ten days prior to the conference call.
- Provide hardware specifications at least ten days prior to the conference call.
- Facilitate a conference call between the Client and Tyler technical resources to address the initial system assurance planning and analysis
- Review and confirm that the suggested hardware, operating system and database specifications meet the needs of the Tyler project.

Client responsibilities:

- Review the Technical Services Implementation Guide prior to the conference call.
- Ensure Client Project Manager and technical resources participate in conference call(s) to address the initial system assurance planning and analysis

Prerequisite tasks:

- System assurance conference calls scheduled
- Technical Services Implementation Guide
- Hardware Specifications

Deliverables:

- System Assurance Conference Call Agenda

- Confirmation that suggested hardware, operating system and database specifications meets the needs of this project

D. Conduct Geographic Information System (GIS) Conference Call

Overview

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

Tyler responsibilities

- Coordinate a GIS conference call
- Provide the GIS Implementation Packet at least ten days prior to call
- Explain the GIS implementation packet and the GIS data that is required
- Provide comments and requested changes to Client GIS data based on responses to questions asked during the call

Client responsibilities

- Participate in the GIS Conference Call
- Supply accurate GIS data in a standard esri format (shape files, personal geo-database, file geo-database, etc.)
- Follow up on the comments and requested changes from the Tyler GIS Implementation Specialists

Prerequisite tasks

- Provide GIS Implementation Packet

Deliverables

- Feedback and comments on Client GIS data
- Completed GIS Conference Call

E. Conduct Mobile Messaging Conference Call

Overview

The Tyler Mobile System Assurance Team will conduct a conference call with Client staff who are responsible for maintaining the Mobile data system. The focus of this call will be the process for implementing the Tyler Mobile Messaging application. Before the call, Tyler will introduce the Mobile Systems Assurance Checklist for review.

Tyler responsibilities

- Coordinate the Mobile Messaging conference call
- Provide the Mobile Systems Assurance Checklist at least ten days prior to call

Client responsibilities

- Schedule appropriate staff for conference call
- Participate in Mobile Messaging conference call

Prerequisite tasks

- Provide Mobile Systems Assurance Checklist

Deliverables

- Updated Mobile Systems Assurance Checklist
- Completed Mobile Systems Assurance Conference Call

F. Conduct Custom Interface Conference Call(s)

Overview

The Tyler Interface Team will conduct conference call(s) with Client staff who are knowledgeable on the functionality of the contracted custom interfaces. The focus of these calls will be to discuss expected functionality and start the process of developing Requirement Documents (RDs) for each interface.

Tyler responsibilities

- Coordinate the Custom Interface conference call(s)
- Understand the Custom Interface Control Document from the Agreement prior to call
- Attend on-site design meetings as needed
- Start process of creating RDs for each interface

Client responsibilities

- Participate in the Custom Interface conference call(s)
- Attend on-site design meetings as needed
- Review the RDs and provide comments and/or requested changes to the Client Project Manager

Prerequisite tasks

- Complete interface Control Documents (ICDs) or interface description in the Agreement

Deliverables

- Draft RDs for each interface

G. Develop Requirements Definition Documents for Custom Interfaces

Overview:

Tyler and Client will jointly review the Custom Interfaces defined in the Agreement. In addition, Tyler

will develop Requirements Documents (RDs) for custom interfaces and the RDs will adhere to the scope and process outlined in Schedule 2 of the Agreement.

Tyler Responsibilities:

- Meet with Client to gather requirements for Custom Interfaces
- Develop draft Requirements Definition Documents for Custom Interfaces
- Provide Client with draft Requirements Definition Documents
- Finalize draft Requirements Definition Documents

Client Responsibilities:

- Provide information on Custom Interfaces per Tyler requests
- Provide NW with third party contact information
- Review draft Requirements Definition Documents and provide feedback to Tyler
- Approve and sign off on final Requirements Definition Documents

Prerequisite tasks

- None

Deliverables

- Draft Requirements Definition Documents
- Final Requirements Definition Documents

H. Draft Project Plan

Overview

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

Tyler responsibilities

- Update Project Plan (.mpp)

Client responsibilities

- None

Prerequisite tasks

- Initial Project Plan from PSO

Deliverables

- Updated Project Plan

Step 3: Complete and Approve the Project Plan

A. Review, Update, and Finalize the Project Plan and Associated Documents

Overview

Tyler and Client Project Managers will review the information captured during the Planning Phase and finalize key decisions needed to finalize the Project Plan (.mpp) and Project Management Workbook. The Tyler Project Manager will update the Project Plan and then review the updated Project Plan with the Client Project Manager. After making any final updates, Tyler will submit the Project Plan to the Client for final review and approval by both the Client Project Manager and the Client Executive Sponsor. Upon receipt of approval of the Project Plan, Tyler will establish the document as the baseline for the remainder of the project.

Managing the Project Schedule will be an ongoing process. The Tyler and Client Project Managers will regularly review and update the Schedule to accommodate resource availability.

Tyler responsibilities:

- Meet with the Client Project Manager to review the information documented in the Planning Phase.
- Draft the Project Plan and update as needed per project plan review calls and/or on-site meetings
- Review with Client personnel the identified implementation tasks, priorities, inter-dependencies, team members, risks, resources and other requirements to approve the final Project Plan
- Finalize the Project Plan and supporting documentation
- Establish clear ownership of activities, deadlines and timeframes for each step of the implementation

Client responsibilities:

- Help finalize the Project Plan
- In tandem with Tyler project personnel, analyze identified requirements of the Project Plan and make such implementation decisions as are reasonably required to finalize the plan

Prerequisite tasks:

- Draft Project Plan (from Task H)
- Project Management Plan documents

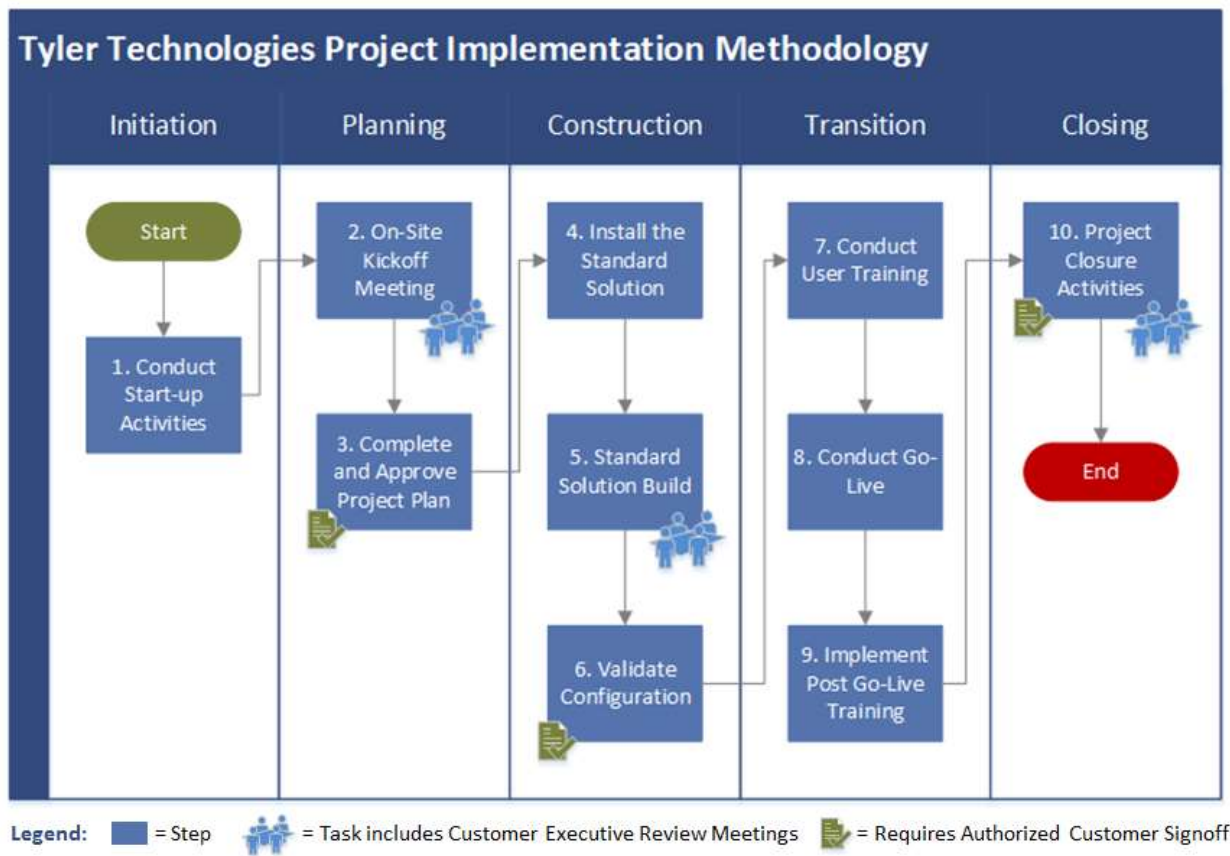
Deliverables:

- Updated draft of Project Plan
- Updated Project Schedule
- Proposed Resource Schedule
- Updated Project Management Workbook

Phase: Construction

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

Description of Phase: The Construction Phase consists of three steps. During this phase, Tyler and Client Project Managers lead the project, coordinate project team activities, communicate direction, report on project progress and monitor resources. The team's focus during this phase is to execute the Project Plan. Client and Tyler project teams install the applications, attend Review and Build-Out Training sessions, review the configuration, apply final application configuration requirements and lay the groundwork to migrate to the Tyler applications. Success requires commitment from Tyler and the Client to include necessary leadership and governance by both parties over their respective teams.



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

Step 4: Install the Standard Solution

A. Finalize Hardware Procurement Specifications

Overview

Tyler will validate and assist in finalizing the Client's system hardware and software configuration requirements.

Tyler responsibilities:

- Review the Client's final quote / configuration for all system hardware and system software as it relates to the Tyler Systems proposed solution
- Document any deficiencies that are noted with the configuration provided by the Client's vendor. Tyler will make recommendations for necessary modifications to meet minimum operating requirements for the application
- Review with Client the minimum requirements for workstations and mobile data devices as identified in the Client Agreement, as applicable to the application
- Provide Client with system configuration documents that includes the following:
 - Functional system diagram, showing a high-level view of the Tyler Standard Software subsystems and their associated hardware
 - Post Trip Summary of the Environment as Configured for Tyler Software

Client responsibilities:

- Provide Client technology staff to assist Tyler with the System Configuration specifications
- Provide in writing, information on existing hardware, operating system software components, and network infrastructure, as well as projected utilization statistics (i.e. number of users, number of concurrent users, number of transactions, database sizes) and other information reasonably required to validate final hardware requirements
- Review and approve the final hardware and operating system configuration with the Tyler project team
- Review Tyler's recommendations regarding any hardware, system software, and workstations and make any modifications identified by Tyler to ensure compatibility with the equipment and system to be installed

Prerequisite tasks:

- Execute Agreement

Deliverables:

- Confirmation of hardware specifications

B. Order Hardware

Overview

Client and Tyler will each order the hardware and equipment for which it is responsible. Note that Client hardware will need to be installed before application installation can begin.

Tyler Responsibilities

- Provide hardware and equipment specifications

- Order Message Switch hardware and ancillary equipment

Client Responsibilities

- Order hardware and equipment according to agreed-upon specifications

Prerequisite tasks:

- Contract execution
- Confirmation of hardware specifications

Deliverables:

- Delivery of Required Hardware and System Software

C. Base System Install

Overview

Tyler will install version 11.x of its standard software (CAD, LERMS, Mobile Messaging, and Field Reporting) and migrate the existing Tyler databases to the new servers. The install will occur in the production and the test environments.

Client will need to provide client workstations without version 10.x installations for the purpose of configuring the new systems. Tyler will install the CAD client on up to four (4) workstations and train Client staff on how to complete the install. Client will be responsible for all remaining CAD client installations.

After system installation, Tyler will train Client personnel on configuration procedures and provide knowledge transfer to the System Administrators, including how to install software on client workstations, administer servers, manage disaster recovery systems and review any other items of concern related to hardware and software configuration. The training will occur onsite. As part of the training, Tyler will review ongoing Client management expectations of how system will be managed by Client as well as identify role of Tyler vs. Client. Tyler will also provide Client with a System Configuration document that includes the following:

- Identification of any special environmental requirements
- Functional system diagram, showing a high level view of the Tyler Standard Software subsystems and associated hardware

Tyler responsibilities:

- Install and configure the application software on the new servers
- Migrate the existing LERMS database to the new servers
- Install the CAD client software on four (4) client workstations
- Provide System Administration training for Client technical staff

Client responsibilities:

- Provide information technology support staff on site and accessible via phone/email for knowledge transfer and to help address any concerns encountered during the system installation
- Install and configure the CAD client software on remaining CAD workstations

Prerequisite tasks:

- Hardware installation

Deliverables:

- Post-Trip Report including System Configuration summary
- Test and production environments installed and ready to use

D. Review LERMS and Field Reporting Configuration

Using the test environment set up in the previous task, Client will review the new features of LERMS and Field Reporting version 11.x, making configuration changes as appropriate. Client must document all configuration changes it makes in the test environment so that the changes can be later mirrored in the production environment.

Tyler responsibilities:

- Be available to answer questions regarding the use of version 11.x

Client responsibilities:

- Review version 11.x LERMS and Field Reporting functionality
- Make desired configuration changes in the test environment
- Document all configuration changes

Prerequisite tasks:

- Base system install

Deliverables:

- None

E. Test LERMS and Field Reporting Version 11.x

Tyler and Client will jointly test version 11.x LERMS and Field Reporting functionality to ensure that it conforms to the user documentation for the applications. The Client will provide access to Third Party components and systems necessary for the testing. Prior to conducting the test, the Client may, at its discretion, develop workflow scenarios to use to test the functionality. If it decides to develop workflow scenarios, the Client will provide the scenarios to Tyler for review at least ten days prior to the start of the Functional testing. The Client will be responsible for identifying the functionality in the user documentation that each scenario will test.

Tyler and Client will jointly identify whether functionality that does not work as intended is a software defect or a configuration issue. Client will resolve configuration issues and Tyler will fix P1 and P2 software defects prior to Go-Live of version 11.x LERMS and Field Reporting. Errors will be classified per Exhibit C to the Agreement. Testing will be considered complete once LERMS and Field Reporting version 11.x is configured and tested to Client satisfaction.

Tyler responsibilities:

- Participate in on-site testing
- Review and classify errors as defects or configuration issues
- Remedy P1 and P2 errors prior to version 11.x LERMS and Field Reporting Go-Live

Client responsibilities:

- Prepare any desired workflow scripts for testing
- Ensure appropriate SMEs are available for testing
- Participate in on-site testing
- Correct configuration issues

Prerequisite tasks:

- Review LERMS and Field Reporting Version 11.x

Deliverables:

- On-site testing services
- Remedies for P1 and P2 errors

G. Go-Live with Version 11.x LERMS and Field Reporting

Tyler will first migrate the version 10.x database to the version 11.x production servers and run scripts to bring the 10.x database compatible with 11.x. Client will then manually duplicate the configuration changes that it made in the 11.x test environment in the 11.x production environment. Final Acceptance of version 11.x will occur per the Licensing and Services Agreement.

Tyler responsibilities:

- Migrate version 10.x database to version 11.x production servers

Client responsibilities:

- Make the configuration changes in the production environment
- Use version 11.x in the production environment
- Notify Tyler of Final Acceptance of version 11.x LERMS and Field Reporting

Prerequisite tasks:

- Test version 11.x LERMS and Field Reporting

Deliverables:

- Version 11.x operational in the production environment

H. Conduct Geo-File Setup and Training

Overview

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

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

The Client will need to have the appropriate esri desktop software in order to conduct the initial GIS data load and ongoing maintenance of the data. The esri software must be available for use by the Tyler GIS

team to assist the Client with GIS data support.

Tyler responsibilities:

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

Client responsibilities:

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

Prerequisites:

- GIS Implementation Packet
- Client GIS data preparation complete
- Esri Desktop Software installed

Deliverables:

- Client-supplied GIS data loaded in the Tyler standard software
- Demonstration by Tyler that the Tyler application is working as designed with the Client GIS data
- Overview delivered by Tyler to Client for necessary ongoing maintenance and uploading of the GIS data within the Tyler application going forward

Step 5: Standard Solution Build

A. Conduct Build-Out Training Sessions

Overview

Tyler will conduct three (3) CAD Build-Out Training sessions and one (1) Mobile Messaging Build-Out Training session. During the Training Sessions, Tyler will provide designated Client SME personnel with the knowledge necessary to configure the software solution. Resources will be assigned responsibility to complete various configuration tasks and are expected to complete their assigned tasks according to the Project Schedule. During this task, Client and Tyler will develop the Training Plan.

Tyler responsibilities:

- Provide training manuals and other training materials
- Conduct Build-Out Training sessions
- Facilitate Final System Review session

Client responsibilities:

- Provide and schedule necessary facilities and equipment for training sessions
- Ensure appropriate resources attend Build-Out Training and Final System Review sessions
- Access and disseminate training materials
- Attend and participate fully and collaboratively in the Review and Build-Out sessions
- Complete assigned tasks according to the Project Schedule

Prerequisite tasks:

- Software installed and confirmed operational

Deliverables:

- Updated Build Plan
- User and Train-the-Trainer Training Plans
- Applications built out in preparation for User Training and Go-live

B. Implement Standard Interfaces

Tyler will schedule the implementation of standard interfaces at appropriate times during the implementation. Some interfaces require configuration at the time of installation. Client will be responsible for providing information that Tyler needs to configure the interfaces.

Tyler responsibilities:

- Schedule the implementation of interfaces
- Provide configuration requirements for interface operations
- Implement each interface
- Configure each interface per Client-provided information as appropriate
- Conduct basic testing of each interface at time of installation to ensure that connection works, file is set up in appropriate place and that data is exchanged
- Send interface installation sign-off to Client for each interface

Client responsibilities:

- Specify the desired application workflow

- Provide personnel who can assist with connections for remote installations
- Provide access to the physical systems for on-site installations
- Provide liaison to participating Client agency staff and third party vendors as required to support installation and test of interfaces to 3rd party systems
- Ensure that third-party software is installed as appropriate
- Prepare for interface installation in accordance with interface requirements sent by Tyler
- Participate in basic testing and verify results
- Provide sign-off for the interfaces that are operational

Prerequisite tasks:

- Hardware installed
- License standard software installed
- Third-party software installed as applicable

Deliverables:

- Standard interfaces installed and configured
- Completion of basic testing of each interface at time of installation to ensure that connection works, file is set up in appropriate place and that data is exchanged

C. Implement Custom Interfaces

Overview

Upon completion of development per the Requirements Documents, Tyler will implement custom interfaces identified in Schedule 2 of the Agreement.

Tyler Responsibilities

- Implement the interfaces in the production and test environment that are required for the live environment at go-live
- Schedule the implementation of interfaces
- Implement each interface
- Conduct basic testing of each interface at time of installation to ensure that connection works, file is set up in appropriate place and that data is exchanged
- Send interface installation sign-off to Client for each interface

Client Responsibilities

- Provide personnel who can assist with connections for remote installations
- Provide access to the physical systems for on-site installations
- Provide liaison to participating Client agency staff and third party vendors as required to support installation and test of interfaces to 3rd party systems
- Ensure that third-party software is installed as appropriate
- Participate in basic testing and verify results
- Return interface installation sign-off to Tyler

Prerequisite tasks:

- Hardware installed
- License standard software installed
- Third party software installed
- Custom development of interface is complete

Deliverables:

- Custom interfaces installed and configured
- Basic testing on interfaces completed

Step 6: Validate Configuration

A. Validate Configuration and Workflows

Overview

Tyler will work with the Client Project Manager and SME personnel to conduct Configuration and Workflow Testing scenarios of the CAD, Mobile Messaging, Field Reporting and LERMS configurations. Validation of configurations will include application software and interfaces.

Tyler responsibilities:

- Provide Configuration and Workflow Test Scenarios
- Attend Configuration and Workflow Test session(s)
- Work with Client Project Manager to address any items agreed to not be working as designed

Client responsibilities:

- Provide and schedule necessary facilities and equipment for testing session(s)
- Attend Configuration and Workflow session(s)
- Identify in writing any issues that are agreed to not be working as designed

Prerequisite tasks:

- Completion of Build-Out Sessions
- Installation of standard interfaces
- Installation of custom interfaces

Deliverables:

- Written list of any items that are agreed to not be working as designed

B. Update Configuration Settings and Workflows

Overview

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

Tyler responsibilities:

- Provide support for the Client SME team that is applying configuration changes
- Assist Client staff change the configuration to achieve the desired application workflow

Client responsibilities:

- Determine desired application workflows
- Apply configuration changes as needed

Prerequisite tasks:

- Workflow and Configuration Test Results

Deliverables:

- Configured applications, including interfaces, ready for functional testing

C. Functional Testing

Overview:

The purpose of the Pre-Go Live Functional Test is to validate and verify that the configured CAD and Mobile applications, along with contracted interfaces, comply with the Tyler User Documentation for the software version currently installed. Although the LERMS and Field Reporting will not be tested in this task, the integration and associated workflows between the CAD/Mobile Messaging and the LERMS/Field Reporting applications will be tested.

Tyler and Client will conduct the Functional Test jointly at the Client's site using a computer server and related workstation equipment. The Client will provide access to Third Party components and systems.

Prior to conducting the test, the Client may, at its discretion, develop workflow scenarios to use to test the functionality and workflows. If it decides to develop workflow scenarios, the Client will provide the scenarios to Tyler for review at least ten days prior to the start of the Functional testing. The Client will be responsible for identifying the functionality in the user documentation that each scenario will test.

Also prior to conducting the functional test, Tyler will create a spreadsheet based on the table of contents for the then-current user documentation and the agreed-upon specifications described in the approved Interface Control Document (ICD) or Requirements Document (RD). Client is responsible for reviewing the spreadsheet for accuracy and completeness.

Tyler and the Client will use the spreadsheet to jointly document and track the results of each tested item. Tyler and the Client will work together to determine if reported errors are configuration errors or software Defects. Client and Tyler will work together to remedy configuration errors. The Client Project Manager will classify any Defects as needing to be remedied before training begins, before Go-Live, before Final Acceptance, or after Final Acceptance. The Client and Tyler Project Managers will mutually agree on a time frame for errors that can be remedied after Final Acceptance.

Tyler's Project Manager will maintain a tracking document containing all reported errors, including the classification of each error and the status of the remedy. This document will contain only errors reported by the Client.

The Client shall repeat the test for any remedied error within ten (10) days of receipt of Tyler's remedy for an error, and shall advise Tyler, in writing, of the results within five (5) days of the test's completion.

Tyler Responsibilities:

- Schedule Tyler resources to participate in testing
- Create tracking worksheet based on table of contents for user documentation, ICDs, and RDs
- Review Client-developed workflow scripts
- Assist with functional testing, including documenting test results
- Work with Client to remedy configuration errors
- Remedy errors according to the classification time frame (before training, before Go-Live, before Final Acceptance)

- Work with client to develop remediation plan for correcting errors that can be remedied after Final Acceptance
- Track errors, classifications of the errors, and remedies
- Schedule follow-up testing upon implementing corrections

Client Responsibilities:

- Schedule Client resources to participate in testing
- Create workflow scripts
- Review tracking worksheet for completeness and accuracy
- Assist with functional testing, including documenting test results
- Work with Tyler to remedy configuration errors
- Work with Tyler to develop remediation plan
- Test remedied errors
- Participate in follow-up testing after Tyler implements corrections

Prerequisite tasks;

- Test scripts (created from Tyler User Documentation)
- Configuration review completed

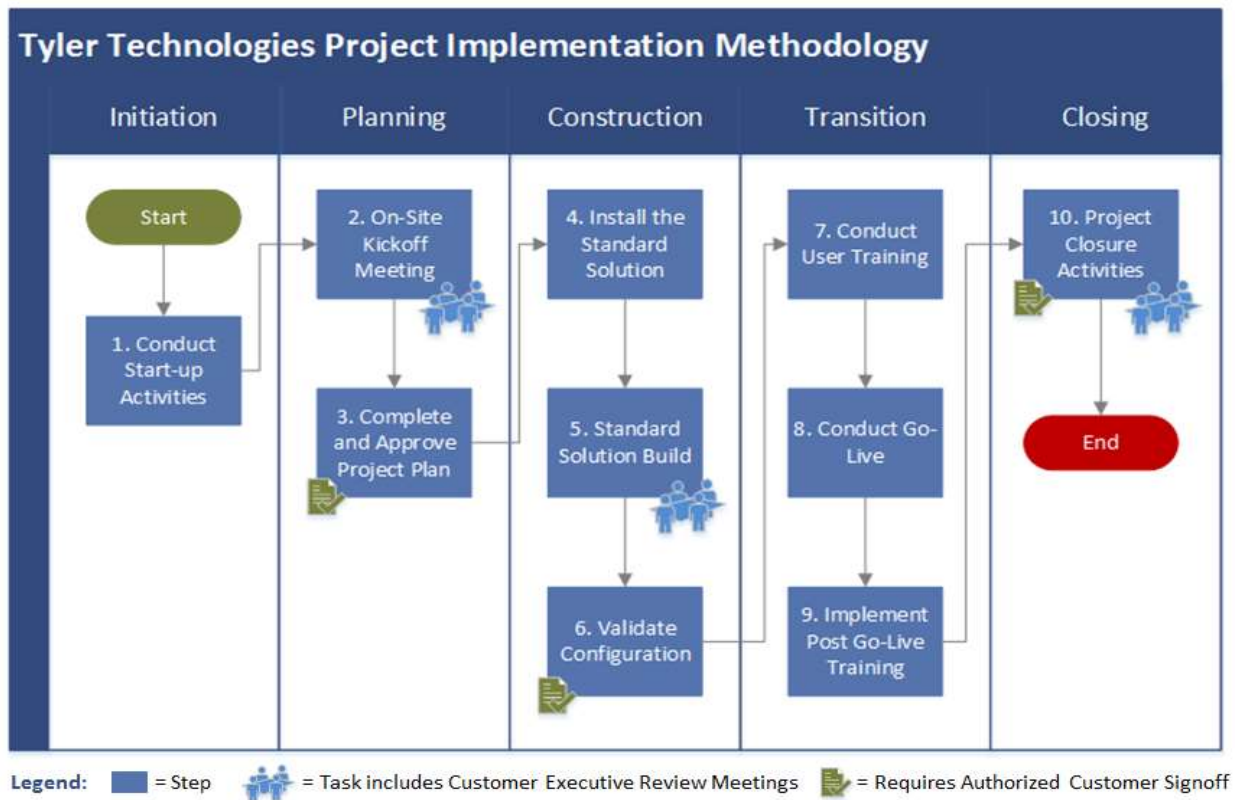
Deliverables:

- Remedies for errors classified as needing to be remedied before training begins
- Plan to remedy errors that can be remedied after Go-Live

Phase: Transition

Purpose: Train users, execute go-live and complete post go-live activities.

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



Step 7: Conduct User Training

Overview

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

A. CAD End-User Training

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

Tyler responsibilities:

- Provide training session agenda
- Provide training materials
- Conduct end-user training

Client responsibilities:

- Assign, schedule, ensure attendance and participation of appropriate staff for training sessions
- Provide and schedule necessary facilities for training sessions
- Ensure training facilities are set up and configured with all requisite hardware/software
- Monitor training course attendance and ensure all users receive required training
- Identify in writing any issues regarding training delivery, participation and execution

Prerequisite tasks:

- Functional testing complete

Deliverables:

- Delivery of all training courses
- Written list of issues regarding training (provided by Client)

B. Mobile Train-the-Trainer Training (TTT)

This training consists of a Tyler Application Specialist providing very detailed on-site training to Client representatives. The Train-the-Trainer course is designed to take Client-certified (either locally or by their state) trainers, train them on the Tyler software and certify that they have the knowledge to successfully train other members. This training also includes problem-solving techniques to ensure an effortless transition with minimal interruptions during their training sessions. Additionally, students are provided with training techniques and detailed lesson plans on their specific modules.

Client responsibilities:

- Assign, schedule and ensure attendance and participation of appropriate staff for training sessions
- Provide and schedule necessary facilities for training sessions
- Ensure that training facilities are set up and configured with all requisite hardware/software
- Select the Client trainers and receive the Train-the-Trainer training from Tyler
- Train the users for each application

Monitor training course attendance and ensure all appropriate users receive training

- Functional testing complete

Deliverables:

- Delivery of all training courses

Step 8: Conduct Go-Live

A. Verify that Software is Ready for Live Operations

Overview

Tyler will provide written verification that the software is ready for live operations. It will then assist the Client with verifying the operational readiness of the production environment. Key areas Tyler and the Client will review are:

- Infrastructure and related operational environment (System Assurance team)
- GIS review
- Priority Warranty Items / Release Upgrades (Project Manager with assistance from the appropriate teams)

Tyler responsibilities:

- Provide written verification that the software is ready for live operations.
- Assist the Client with verifying the operational readiness of the production environment

Client responsibilities:

- Verify the operational readiness of the production environment with Tyler Assistance

Prerequisite tasks:

- Functional testing complete
- Errors classified as needing to be remedied before Go-Live are remedied
- End-user and Train-the-Trainer training complete

Deliverables:

- Confirmation of operational readiness of the production environment

B. Develop Cutover Plan

Overview

The Tyler Project Manager will work with the Client Project Manager to develop a detailed Cutover Plan for the CAD and Mobile Messaging Go-Live event.

Tyler responsibilities:

- Schedule meetings to work with the Client Project Manager to develop a Cutover Plan

Client responsibilities:

- Work with the Tyler Project Manager to develop a detailed Cutover Plan

Prerequisite tasks:

- Applications ready for Go-Live

Deliverables:

- Completed detailed Cutover Plan

C. Conduct Cutover to Live Operations

With assistance from Tyler, Client will cutover to live operations. Tyler will provide five days of on-site support during the first two weeks of live operations. Client will monitor use of software and provide Tyler with daily lists of questions and issues requiring response or resolution.

Tyler responsibilities:

- Provide onsite assistance for all applications going live
- Execute tasks identified in Cutover Plan
- Conduct Client turnover to Client Support
- Receives clearance for on-site staff to depart Client site

Client responsibilities:

- Execute tasks identified in Cutover Plan
- Provide SME staff to assist with go-live for each of the applications to serve as the first line of support during the go-live period
- Place the software into production and begin operational use in consultation with Tyler and in accordance with the Project Plan
- Provide a detailed list of questions and issues that require explanation or resolution by Tyler at the end of each day during the go-live period

Prerequisite tasks:

- Verification that software is ready for Go-Live
- Development of a Cutover Plan

Deliverables:

- Execution of Tyler tasks identified in Cutover Plan
- Two weeks of on-site support

D. Conduct Final Acceptance Testing

Overview:

The purpose of the Final Acceptance Test is to verify that the Integrated System performs as expected in the live production environment. The Acceptance Test will include Licensed Standard Software and contracted interfaces. The test will take place during the 90-day period (Test Period) commencing no later than one week after Go-Live of the Licensed Standard Software and contracted interfaces.

Client will set up a mechanism for users to report errors. Client and Tyler will work together to determine if reported errors are user errors (e.g., remedied by additional training), configuration errors, or software Defects or performance degradations. Client will be responsible for remedying user errors. Client and Tyler will work together to remedy configuration errors. Tyler will be responsible for remedying software Defects and performance degradations.

Tyler's Project Manager will maintain a tracking document containing all reported errors, including the classification of each error and the status of the remedy. This document will contain only errors reported by the Client.

Any Defect or performance degradation that renders a major application (CAD, LERMS, Mobile Messaging, or Field Reporting) or supported interface to be inoperative, or causes the Licensed Standard

Software or a major component of the Licensed Standard Software to fail catastrophically will stop the Acceptance Test immediately. Upon remedying the Defect or performance degradation, the Acceptance Test and the Test Period will start over.

Any Defect or performance degradation that severely affects a major application (CAD, LERMS, Mobile Messaging) or the Tyler-supported part of the NCIC interface, but does not cause it to be inoperative, and for which there is not an acceptable workaround, will stop the Acceptance Test immediately. Upon remedying the Defect or performance degradation, the Acceptance Test will restart from day 1 if the Defect or performance degradation occurred during the first forty-five (45) days of the Test Period. If the Defect or performance degradation occurred during the last forty-five (45) days of the Test Period, the Client and Tyler Project Managers will consult and mutually agree for the test to continue for the remaining portion of the Test Period or start over from day one and continue for another full ninety (90) days.

If a Defect results in an incomplete, unintended or erroneous operation, but productive use of the software is not significantly impacted and a work-around is available, then Tyler and Client Project Managers will mutually determine whether the Defect needs to be fixed before Final Acceptance or if it can be fixed in a release subsequent to Final Acceptance. If the parties' Project Managers cannot agree to a classification, the parties will escalate the issue to their respective Project Sponsors for a final determination.

If the Software experiences an error due to a deficiency in a server, network, or other Client provided component, the Test Period will not be restarted but will continue until the Test Period is completed. A deficiency in Client's computing environment is defined as any one or more of the following:

- a network outage,
- database maintenance,
- backups,
- system administration,
- server failure of any kind,
- operator error,
- planned downtime,
- failure or errors caused by third party products of any kind, or
- any other circumstance not attributable to the Licensed Software.

Final Acceptance will be deemed to have occurred after the completion of the 90-day Acceptance Test Period and when all Defects and performance degradations classified as needing to be remedied before Final Acceptance have been remedied.

Tyler responsibilities:

- Provide Application Specialists to assist with triaging and documenting errors
- Document and track errors, classifications, and remedies
- Work with Client Project Manager to develop a mutually agreeable plan to remedy errors
- Work with Client to remedy configuration errors
- Remedy software errors per the error level and the mutually agreed upon plan for remedying errors

Client responsibilities:

- Operate the Tyler applications in the production environment

- Monitor system functionality
- Notify Tyler immediately of any encountered issues
- Work with Tyler Project Manager to develop a mutually agreeable plan to remedy errors
- Work with Tyler to remedy configuration errors
- Remedy user errors
- Notify Tyler in writing of the successful conclusion of the Acceptance Test

Prerequisite tasks:

- Cutover to live operations

Deliverables:

- Remediation of Defects or performance degradations per agreed-upon classification as needing to be remedied prior to Final Acceptance
- If applicable, a mutually agreeable plan, including a timeline, to remedy outstanding other Defects classified by agreement of the parties as not needing to be remedied prior to Final Acceptance.

Step 9: Conduct Post Go-Live Training

A. Conduct Post Go-Live Training

The Tyler Project Manager and Client Project Manager will work together to evaluate areas that require additional training. A plan will be developed to deliver the training.

B. Provide Decision Support Software (DSS) Training

Overview

Tyler’s Application Specialist(s) will provide two sessions of on-site training services to assigned Client staff on the Law Enforcement Decision Support Software.

C. LERMS DSS Training

This training consists of a Tyler Application Specialist providing a two-day on-site training session to end users of the LERMS DSS application. The training will occur two to three months after the LERMS version 11.x application is put into production.

Tyler responsibilities:

- Provide training session agenda
- Provide training materials
- Conduct user training

Client responsibilities:

- Assign, schedule, ensure attendance and participation of appropriate staff for training sessions
- Provide and schedule necessary facilities for training sessions
- Ensure training facilities are set up and configured with all requisite hardware/software
- Monitor training course attendance and ensure all users receive required training
- Identify in writing any issues regarding training delivery, participation and execution

Prerequisite tasks:

- LERMS version 11.x Go-Live

Deliverables:

- Delivery of LERMS DSS training courses
- Written list of issues regarding training (provided by Client)

D. CAD DSS Training

This training consists of a Tyler Application Specialist providing detailed one to two day on-site training session to end users of the CAD DSS application. The training will occur 2-3 months after the CAD version 11.x application is put into production.

Tyler responsibilities:

- Provide training session agenda
- Provide training materials
- Conduct user training

Client responsibilities:

- Assign, schedule, ensure attendance and participation of appropriate staff for training sessions
- Provide and schedule necessary facilities for training sessions
- Ensure training facilities are set up and configured with all requisite hardware/software
- Monitor training course attendance and ensure all users receive required training
- Identify in writing any issues regarding training delivery, participation and execution

Prerequisite tasks:

- CAD version 11.x Go-Live

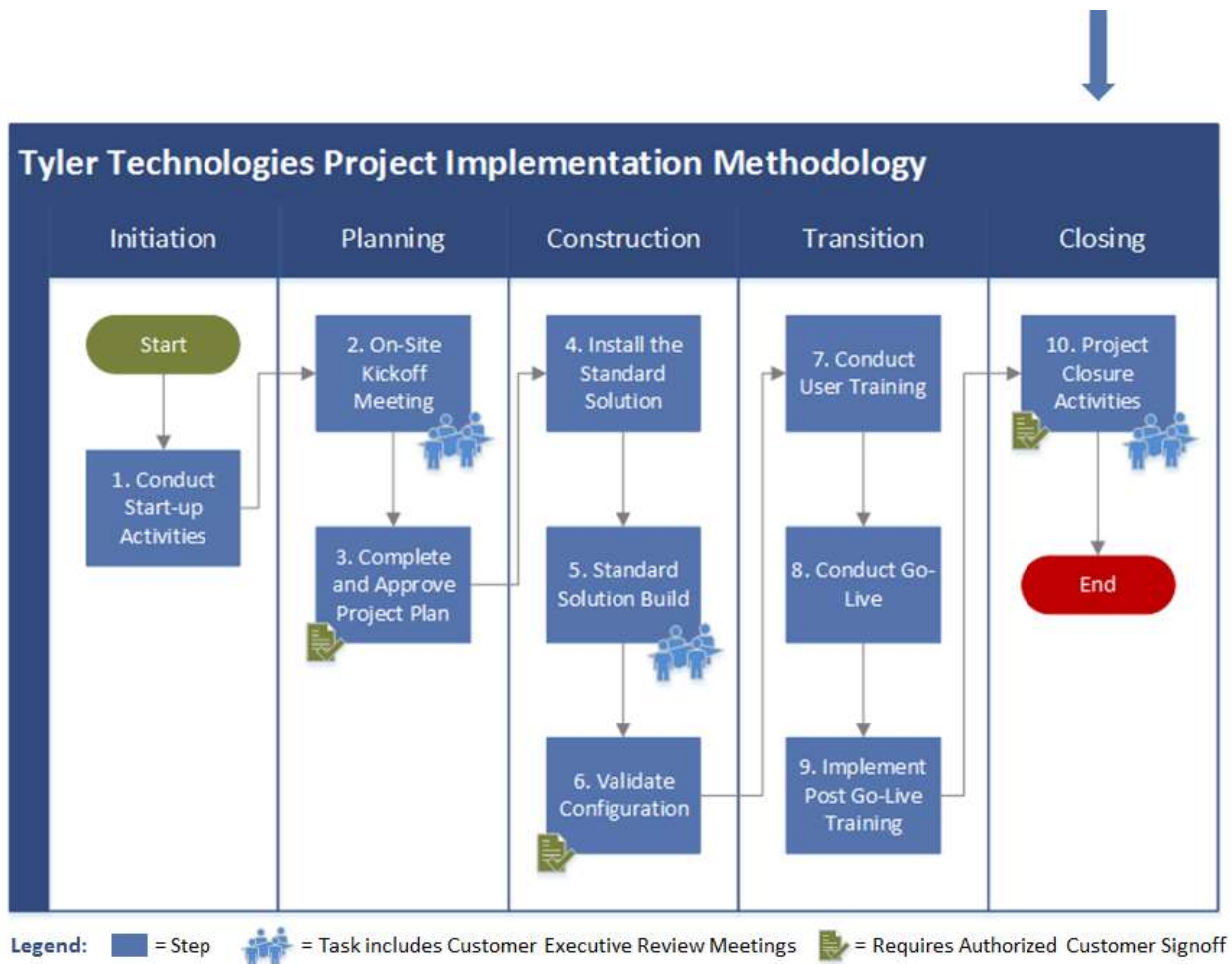
Deliverables:

- Delivery of CAD DSS training courses
- Written list of issues regarding training (provided by Client)

Phase: Closing

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

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



Step 10: Project Closure Activities

A. Transition to Account Management

Overview

At the conclusion of the project, the Tyler applications are fully live and functional in the Client's environment with all required components delivered and operational. During this event, the Tyler Project Manager will schedule a formal turnover of the Client to the Tyler Account Management Team, which includes the Client Care Manager and Client Support Account Manager. The Client Care Manager

introduces their department structure and reviews the services that each team provides.

Project closure will also be finalized with the Client, ensuring the Client and Tyler Support staff are aware of the overall deployment of the Tyler implementation, all questions have been addressed and exceptions are incorporated into the sign-off document.

Tyler responsibilities:

- The Tyler Project Manager will coordinate a meeting, either via teleconference or on site, to review the project status and transition ongoing communications with the Client to the assigned Account Team
- Prepare the sign-off documentation
- The Project Manager will review all project financials to ensure all deliverables for the Agreement are delivered, invoiced and paid

Client responsibilities:

- Provide appropriate personnel for the turnover meeting
- Provide a location for the turnover meeting
- Project Closure sign-off
- Complete payment for all amounts described in the Agreement

Prerequisite tasks:

- Agenda
- Scheduled meeting
- Open item list and corresponding release delivery plan
- Project Closure sign-off template

Deliverables:

- Verification that Account Management is engaged to support the Client
- Project Closure sign-off



Exhibit E

Schedule 1 – Professional Services

1. Project Management Services

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

- a) Developing an Implementation Plan;
- b) Providing revised Implementation Plans (if required);
- c) Providing monthly project status reports; and
- d) Facilitating project status meetings, including:
 - a project review (kickoff) meeting at your location
 - progress status meeting(s) during implementation via telephone conference or at your location; and
 - a project close-out meeting at your location to conclude the project.
- e) Consultation with other vendors or third parties, if necessary.

2. Implementation and Training Support Services

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

- a) Implementation of the Tyler Software;
- b) Training you or assisting with your training on the Tyler Software; and
- c) Tailoring of Tyler Software by our technical staff and/or consultation with our technical staff.

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

3. Interface and/or Fixed Installation Services

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

Our GIS implementation services are to assist you in preparing the required GIS data for use with the Tyler Software. At a minimum, you will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal Geodatabase, File Geodatabase, Shape Files). You are responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, we will assist you in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. We are not responsible for the accuracy of or any ongoing

maintenance of the GIS data used within the Tyler Software.

4. Service Fees and Travel Costs for Upgrade of RMS from Version 10.x to Version 11.x

Support services for ESRI 10.2 Upgrade Services include:

- a) ESRI Component Upgrade to 10.2
- b) Implementation Plan
 - Build new GIS Database
 - Install GIS Server
 - Install ESRI Data on Customer's Test Aegis 11 Environment
 - GIS Overview
- c) Up to three days of remote Aegis 11 upgrade assistance
 - Upgrade Test Environment to Aegis 11 including MSP, CAD Enterprise and Mobile
 - Upgrade Production Environment to Aegis 11 including MSP, CAD Enterprise and Mobile
- d) Test and Production environments (requires downtime)

The upgrade support services are typically performed remotely from our offices located in Troy, Michigan but may be provided at Client's premises with Client responsible for the travel expenses as set forth in the Amendment. Additional support services provided by us outside the scope of this Amendment will be provided at our daily rate in effect at that time.

5. Hardware Quality Assurance Service

We shall provide Hardware Systems Assurance of your .NET server(s).

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

6. Message Switch Operating System Assurance Service

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

- a) Message Switch Operating System Assurance Services:
- b) Operating System Assurance and Software Installation Services:
 - Unpack and assemble hardware

- Verify core hardware functionality (network/video/storage devices/usb)
- Install and update AIX Operating System
- Install and update applicable system manual pages
- Set AIX environment variables
- Build system user-ids and applicable authorizations
- Install and stage message handler and compilers
- Verify and allocate disk space
- Mirror hard drives and boot sequencing
- Install customer-specific communication processes
- Compile New World Message Switch programs
- Install base Message Switch data tables
- Install automated process restart script
- Install full system backup processes
- Install system support scripts
- Install state specific programs and scripts
- Install state specific data tables
- Assure Message Switch operation
- Disassemble, package, and ship to customer

7. Decision Support Systems (DSS) Implementation Services

We will provide you with implementation of licensed DSS software modules. The implementation will include installation, training, and configuration of DSS modules. The recommended implementation and training shall include:

- a) One or more consultative session(s) (onsite) with executive command staff to discuss data needs and information requirements for decision making. You are responsible for ensuring that appropriate command level personnel/decision makers are available for this session.
- b) Solution design and review sessions to document and collaboratively analyze tools and dashboards to assist with data needs and decision making as discussed during the consultative session(s). Your sign off will be required on agreed upon requirements of reporting cubes and dashboards.
- c) Installation and configuration of DSS software.
- d) On-site training session(s) to provide an overview of using each DSS licensed module including basic reporting and dashboard creation and other standard features.
- e) Installation of your specific reporting cube(s) and dashboard(s) as agreed upon during solution design and review. Enhanced package includes up to 12 reporting cube(s) or dashboard(s).



Exhibit E

Schedule 2 – Data File Conversion Assistance

We will provide conversion assistance to you to help convert data from the Hitech business file into the Tyler database. Currently, 19,891 records exist in the Hitech database and the Client expects to reduce the number to around 15,000 after cleaning the database. The following fields from the Hitech business file will be mapped and converted into the Tyler database:

- Address – we can export this as one field geo-validated field or as separate components.
- Business Name
- Business Phone
- Business Owner
- Owner Phone
- Responsible party (RP)
- RP Phone
- RP relationship to business
- Gate codes
- Security access
- Fire Dept. Connection (FDC)
- Fire Alarm Panel
- Knox box
- Standpipes
- Sprinklers
- Hydrants (This is also a layer in GIS)
- Electrical shutoff
- Gas Shutoff
- Hazmat
- AED

If additional fields are identified after contract execution, estimates will be provided to you prior to us beginning work on those newly identified fields. Any additional work will require a change order or amendment as prescribed in the Agreement, Section C(3) (“Additional Services”).

General

1. A data conversion analysis and assessment to verify the scope of effort for the project will be conducted. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. The cost for the data conversion will not change if no additional fields are to be converted. You may elect to cancel or proceed with the conversion effort based on the revised estimate.
2. This conversion effort includes data coming from the business file of Client’s Hitech database.
3. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by you prior to providing the data to us.

4. The above list represents the initial assessment of data to be converted. Tyler does not guarantee that it will be possible to bring it all over.

Our Responsibilities

1. We will create and provide you with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by us will commence until you approve this document.
2. We will provide the data conversion programs to convert the specified data from the Hitech database to the Tyler Software.
3. As provided in the approved project plan for conversions, we will schedule on-site trips to your location in order to conduct the following:
 - Conversion Analysis,
 - Assistance for Mapping and Testing, and
 - Conversion Go-Live Implementation and Support

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

4. We will provide you up to three (3) test iterations of converted data. One test iteration consists of:
 - Running a conversion test in your test environment,
 - Your reviewing a conversion test and responding in writing to us (see Client responsibilities paragraph 3 below),
 - We correct or otherwise respond to issues discovered and reported by you,
 - We will conduct internal testing to verify corrections, and
 - Both parties planning for the next test iteration and/or the live implementation.

Client Responsibilities

1. You will extract data from the legacy system to submit to us. Data will be submitted to us in one or more of the following formats:
 - AS/400 files (SAV files),
 - Microsoft SQL Server database,
 - Microsoft Access database,
 - Microsoft Excel spreadsheet,
 - Visual Fox Pro database or similar format (.dbf files),
 - An ASCII-format delimited text file (including embedded column headings and text delimiters), or
 - An ASCII-format fixed-width file (along with structured column definitions in an electronic format suitable for parsing, such as a spreadsheet or document table).

Data may be delivered using any common media or data-delivery format such as ¼-inch tape (AS400), Ultrium 1 Tape (AS/400), CD, DVD, USB device, hard drive, or FTP server.

In the event that you request data extraction assistance from us, data extraction services shall be billed at our then-current rates, according to the Agreement.

2. You will respond to each test iteration in writing, on a form provided by us, either:
 - Indicating acceptance that the Data Conversion Process is ready for the final conversion, or

- Indicating a list of changes that need to be applied to the Data Conversion Process for the next test iteration.

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

3. A data dictionary (data descriptors) containing all data elements must be provided to us for each file submitted with the media.
4. As provided in the project plan for conversions, you will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever our staff is on site regarding conversions. Roughly a one to one ratio exists for your commitment and our commitment. You understand that thorough and timely testing of the converted data by your personnel is a key part of a successful data conversion.
5. You agree to promptly review and signoff on both the conversion design document, and on the final conversions after appropriate review.



Exhibit E

Schedule 3 - Customer Requested Standard Software Enhancements and/or Custom Software

1. Definition

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

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

Capabilities included in the initial scope:

- (a) Enhancements to Tyler Software
- (b) Custom Software

While we will provide reasonable consultation, you are responsible for obtaining technical contacts and/or technical specifications from the third parties involved.

(1) Sansio ePCR interface (one-way):

- Export call for service data from New World Public Safety CAD Enterprise to Sansio ePCR.

(2) ImageTrend Incident Reporting System Interface (one-way):

- Export call for service data from New World Public Safety CAD Enterprise to ImageTrend Incident Reporting.

(3) Interra CFS (one-way)

- Tyler Technologies will provide an interface that will export call for service data from New World Public Safety to Interra.

(4) CAD to CAD State BUS Interface (two-way):

- Tyler Technologies will provide an interface that allows requests for assistance to be transferred between New World CAD and the Oregon State CAD bus.

(5) Hitech SafetyNet Interface (two-way)

- Tyler Technologies will provide and an interface that will allow dispatch messages and unit status to be exchanged between Hi-tech CAD and NWPS mobile messaging

2. Methodology to Provide Enhancements and/or Custom Software

a) Our Responsibility

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

- (1) Review the required features for the items set forth in paragraph 1, above, with you.
- (2) Prepare a Requirements Document (RD) to include:
 - Detailed description of the required feature
 - menu samples
 - screen samples
 - report samples
- (3) Conduct the programming and programming test.
- (4) Provide the associated in-scope training, testing and/or other support services.

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

b) Design and Development Procedure

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

3. Third Party Responsibilities

- a) The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.
- b) We will not be responsible for making any modification in the 3rd party software to support this interface.
- c) The third-party developer will work with us and you to test the interface.

The custom interfaces we agree to deliver to you under this Agreement are set forth in the Investment Summary and described in the following Interface Control Documents.

State CAD-to-CAD Interface

| | |
|-----------------------------|---|
| <i>Direction</i> | CAD to CAD |
| <i>Third Party</i> | State Bus |
| <i>Aegis Record Type</i> | Call for Service |
| <i>Detailed Description</i> | <p>Tyler Technologies will provide an interface between New World Public Safety (NWPS) CAD and the Oregon State CAD bus. The interface will support two transactions;</p> <ol style="list-style-type: none"> 1. FYI Calls: These calls will appear in the pending call queue of the destination CAD system but are not typically active. When the interface receives an FYI message a new call will be create as a new call. Dispatchers will not act on this call, however they are required to close the call. Dispatchers on the NWPS CAD System can send an FYI message to other dispatch centers manually or automatically based on call type. 2. Assistance Request: These occur when an agency would like to request units from another agency. When the interface receives an assistance request, dispatchers will be allowed to accept or reject inbound requests using the standard assistance request functionality in NWPS CAD. Assistance request messages will be sent from NWPS CAD when a remote unit is recommended. This feature requires all remote units to be created and maintained in NWPS CAD. <p>The interface will also support chat messaging between NWPS users and users connected to the state bus. The following features will not be supported:</p> <ul style="list-style-type: none"> • Creation and transmission of informational broadcast messages <p>The functionality that will be supported will depend on the Oregon Status CAD bus API.</p> |
| <i>Assumptions</i> | <ol style="list-style-type: none"> 1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP. 2. New World System will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with Tyler Technologies and the customer to test the interface. |

ImageTrend Call Export

| | |
|-----------------------------|---|
| <i>Direction</i> | Export |
| <i>Third Party</i> | ImageTrend Incident Reporting |
| <i>Aegis Record Type</i> | Call for Service |
| <i>Detailed Description</i> | <p>Tyler Technologies will provide an interface that will export call for service data from New World Public Safety CAD Enterprise to ImageTrend Fire Incident Reporting.</p> <p>The export of data will be a batch process that will occur at a frequency, in minutes, configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol.</p> <p>The interface can be developed to send call data when a status changes and/or when the call closes. Message sent when the call changes will include all data, not only changed data.</p> <p>The interface will be limited to fields that exist in the New World CAD Enterprise. No new fields will be added to the database or user screen.</p> |
| <i>Assumptions</i> | <ol style="list-style-type: none">1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.2. New World System will not be responsible for making any modification in the 3rd party software to support this interface.3. The third-party will work with New World Systems and the customer to test the interface. |

Interra CAD Export

| | |
|-----------------------------|---|
| <i>Direction</i> | Export |
| <i>Third Party</i> | Interra |
| <i>Aegis Record Type</i> | Call for Service |
| <i>Detailed Description</i> | <p>Tyler Technologies will provide an interface that will export call for service data from New World Public Safety to Interra.</p> <p>The export of data will be a batch process that will occur at a frequency, in minutes, configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol.</p> <p>The interface can be developed to send call data when a status changes and/or when the call closes. Message sent when the call changes will</p> |

| | |
|--------------------|--|
| | <p>include all data, not only changed data.</p> <p>The interface will be limited to fields that exist in the New World CAD Enterprise. No new fields will be added to the database or user screen.</p> |
| <i>Assumptions</i> | <ol style="list-style-type: none"> 1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP. 2. New World System will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with New World Systems and the customer to test the interface. |

Sansio ePCR CAD Export

| | |
|-----------------------------|---|
| <i>Direction</i> | Export |
| <i>Third Party</i> | Sansio ePCR |
| <i>Aegis Record Type</i> | Call for Service |
| <i>Detailed Description</i> | <p>Tyler Technologies will provide an interface that will export call for service data from New World Public Safety CAD Enterprise to Sansio ePCR. The export of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface can be developed to send call data when a status changes and/or when the call closes. Message sent when the call changes will include all data, not only changed data.</p> <p>The interface will be limited to fields that exist in the New World CAD Enterprise. No new fields will be added to the database or user screen.</p> |
| <i>Assumptions</i> | <ol style="list-style-type: none"> 1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP. 2. New World System will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with New World Systems and the customer to test the interface. |

Hitech Mobile Interface

| | |
|--------------------|-----------------|
| <i>Direction</i> | Import & Export |
| <i>Third Party</i> | Hitech CAD |

| | |
|-----------------------------|--|
| <i>Aegis Record Type</i> | Call for Service; Unit Status and Location |
| <i>Detailed Description</i> | <p>Tyler Technologies will provide an interface that will allow dispatch messages and unit status to be exchanged between New World Public Safety CAD and Hitech Mobile</p> <p>The following functionality will be provided;</p> <ul style="list-style-type: none"> • NWPS CAD to send call updates to Hitech Mobile • NWPS CAD to send unit status updates to Hitech Mobile • Hitech Mobile to send unit status and location to NWPS CAD • Hitech Mobile to send call narrative to NWPS CAD • Setting of unit disposition from Hitech Mobile • Chat between Hitech Mobile and NWPS CAD • Self-Dispatch to a pending call • Call creation from Hitech Mobile <ul style="list-style-type: none"> ○ Query of Closed calls from Hitech Mobile ○ Users can search by CFS number or unit number • Results will include call and unit history • Query of business record from Hitech Mobile • View pending and active calls <p>The following functionality is not supported;</p> <ul style="list-style-type: none"> • Setting of primary unit from Hitech Mobile <p>The final functionality provided will depend on the capabilities of the Hitech API.</p> |
| <i>Assumptions</i> | <ol style="list-style-type: none"> 1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP. 2. Tyler Technologies will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with Tyler Technologies and the customer to test the interface. |



Exhibit E

Schedule 4 – Hardware Specifications

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**DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
Public Safety Hardware Specifications - Servers
Version 11.x
5/31/2016**

RECOMMENDED SYSTEM HARDWARE

SERVERS

Host Servers

- (2) Dell PowerEdge R630 (1U) Rack Server (Or Similar)
 - (2) Intel Xeon E5-2650 2.3GHz, 2133MHz, 10C Processors
 - 128GB 2133MHz RDIMMs (Memory)
 - Internal Dual SD Module with 8GB SD Card
 - Embedded SATA Controller
 - (1) Intel X710 Quad Port 10GB NIC (Integrated)
 - (1) Intel X710 Dual Port 10GB NIC (PCIe)
 - Redundant 750W Hot Swappable Power Supplies
 - DVD/ROM, SATA, Internal
 - 3 Year ProSupport and Mission Critical 24X7X4 Hour Onsite

Storage Array (SAN)

- (1) Dell EqualLogic PS4210XV 2U 10GB iSCSI SAN (Or Similar)
 - (12) 600GB 15K-RPM 2.5" SAS Hot Swap Disk Drives (7.2TB RAW)
 - Dual Controllers with 16GB Battery Backed Cache Memory
 - Supports RAID 5, RAID 6, RAID 10, RAID 50
 - (2) 10GB Ethernet Network Interfaces Per Controller (4 Total)
 - Redundant Hot Swappable Controllers, Power Supplies, Cooling Fans
 - Includes EqualLogic Array, Host, and Management Software
 - 3 Year ProSupport and Mission Critical 24X7X4 Hour Onsite

SYSTEM SOFTWARE

Host Servers

- (6) Windows Server 2012 (R2) - Standard Edition, 2 Processors (12 VMs Total)
- (100) Microsoft Windows Server 2012 - User/Device CALs (Estimated)
- (4) SQL Server 2014 - Standard Core Edition (8 vCPUs Total)
- (1) VMware Essentials Plus 6 - Includes vSphere & vCenter for 3 Hosts, 1 Yr. SNS
- (2) Microsoft Word 2013 (Production and Test)
- (2) Microsoft Excel 2013 (Production and Test)

RECOMMENDED VIRTUAL MACHINE SPECIFICATIONS

SPECIFICATIONS

CAD Enterprise Server

- 4 vCPUs
- 12GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2012 (R2) - Standard Edition

Application Server

- 4 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- 500GB Virtual Disk (Estimate - File Storage)
- Windows Server 2012 (R2) - Standard Edition

Database Server

- 4 vCPUs
- 16GB Memory
- 100GB Virtual Disk (OS)
- 250GB Virtual Disk (SQL)
- Windows Server 2012 (R2) - Standard Edition
- SQL Server 2012 - Standard Edition

Decision Support Server

- 4 vCPUs
- 16GB Memory
- 100GB Virtual Disk (OS)
- 100GB Virtual Disk (SQL)
- Windows Server 2012 (R2) - Standard Edition
- SQL Server 2012 - Standard Edition

GIS Server

- 2 vCPUs
- 8GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2012 (R2) - Standard Edition

Enterprise Security Server

- 2 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2012 (R2) - Standard Edition

Mobile Server

- 2 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2012 (R2) - Standard Edition

CAD Enterprise Test/Training Server

- 2 vCPUs
- 8GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2012 (R2) - Standard Edition

Application Test/Training Server

- 2 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- 500GB Virtual Disk (File Storage)
- Windows Server 2012 (R2) - Standard Edition

Mobile Test/Training Server

- 2 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2012 (R2) - Standard Edition

VMware vCenter Management Server

- 4 vCPUs
- 8GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2012 (R2) - Standard Edition



**DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
Public Safety Hardware Specifications - Message Switch
Version 11.x
5/31/2016**

MESSAGE SWITCH

SYSTEM HARDWARE

IBM POWER 8 Model S814 8286-41A - 4U Form Factor

- PCIe2 LP 4-Port 1GbE Adapter
- (2) 146GB 15K-RPM SFF SAS Disk Drives
- Primary OS - AIX
- 16GB System Memory
- Power GXT145 Graphics Adapter
- (2) 900W AC Power Supplies (Primary & Redundant)
- SATA Slimline DVD-RAM (System Backup)
- (2) 6' Power Cords, 125V, 15A - Plug Type #4
- Chassis with One Processor Planar
- 4 Core 3.02GHz POWER 8 Processor Module
- (2) Factory Deconfiguration of 1-Core
- Language Group Specify - US English
- Rack-mount Rail Kit

SYSTEM SOFTWARE

IBM POWER 8 Model S814 8286-41A

- IBM AIX Express Edition Ver. 7.1
- Per Processor Activation, 2 Core
- DVD Process Charge

IBM SERVICES

IBM POWER 8 Model S814 8286-41A

- 3 Year HW/SW Maintenance, 24X7X4 WSU



**DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
Public Safety Hardware Specifications - Workstations
Version 11.x
5/31/2016**

RECOMMENDED CLIENT SPECIFICATIONS

DESCRIPTION

Call Taker/Dispatcher Workstation

- Intel Core i7 Processor
- Windows 7 Professional / Windows 8.1 Professional
- 8GB System Memory
- Keyboard, Mouse, DVD-ROM
- 25GB Available Hard Drive Space
- Integrated GB Ethernet
- Integrated Audio w/External Speakers (Audible Alerts)
- (3) 19" / 21" Flat Panel Color Monitors - DVI/DP
- Dual/Quad Port Graphics with 2GB Memory and Shader Model Graphics

RMS/JMS Workstation

- Intel Core i5/i7 Processor
- Windows 7 Professional / Windows 8.1 Professional
- 4GB System Memory
- Keyboard, Mouse, DVD-ROM
- 25GB Available Hard Drive Space
- Integrated GB Ethernet
- (1) 19" / 21" Flat Panel Color Monitor - DVI/DP
- Standard/Integrated Graphics Adapter

Mobile Data Computer

- Intel Core i5/i7 Processor
- Windows 7 Professional / Windows 8.1 Professional
- 4GB System Memory
- 25GB Available Hard Drive Space
- 13.3" LCD Display (Touchscreen Optional)
- Backlit Keyboard, DVD-ROM
- Optional Integrated 4G/LTE Mobile Broadband w/GPS

Windows Tablet

- Intel Core i5 Processor
- Windows 8.1 Professional
- 4GB System Memory
- 64GB Storage Capacity (SD/Micro SD)
- 10.1" 1920 X 1200 LED Display
- WiFi 802.11a/b/g/n
- Optional Integrated 4G/LTE Mobile Broadband w/GPS