

# *City of Brisbane*

## *Agenda Report*

To: Mayor and City Council

From: Stuart Schillinger, Administrative Services Director

Subject: Purchase of Financial Software from Tyler Technologies, Inc.

Date: April 2, 2015

### **Purpose:**

Track and report the City's financial information to ensure the long-term financial viability of the City organization.

### **Recommendation:**

Direct the City's Administrative Services Director to sign the Software as Service Agreement and the Service Level Agreement with Tyler Technologies.

### **Background:**

In 2013 the City Council approved a budget for a consultant to assist with the staff do a needs assessment, choose, and negotiate for a new financial system. On July 29, 2013 Council chose SoftResources as the consultant. SoftResources worked with staff to develop a Request for Proposal which received 4 responses. Working with the Council's Financial Subcommittee staff invited to vendors to demonstrate their products. Staff met with the subcommittee after the demonstrations to determine which firm would be chosen and if the City should use the Cloud or store the software and information on site.

### **Discussion:**

The subcommittee chose Tyler Technologies as the preferred vendor and to use the Cloud as the storage vehicle for the software and information. Staff entered into negotiations based upon this recommendation and returns tonight with the proposed Software as Service Agreement and Service Level Agreement for City Council to approve.

Based on the demonstrations Tyler Technologies' Incode product appeared more intuitive to use and provided staff a quicker and more in-depth ability to research and provide necessary financial information for decisions. The software also has the ability for members of the public to look up their account information on-line 24/7 and to pay their bills on-line as well. The software allows the Finance staff to set up individuals in the organization to have access only to the areas which they are responsible for. This will mean individuals could enter their own timecards and payables into the system and have it reviewed by the appropriate staff prior to processing.

The Subcommittee and staff looked at the issue of having the system either be stored in-house on our own servers or in the Cloud on Tyler's servers. The staff and the subcommittee recommends the City

use the Cloud based solution. The advantages to this there is a lower upfront cost. The City does not have to purchase the software or maintain it on our servers and instead pays a higher annual maintenance fee versus purchase. Tyler maintains two separate systems one in Texas and the other in Maine and is looking to add a third system as backup. The advantage to this is if there was a disaster in Brisbane where we were not able to use our City Hall servers we could still log into the financial system from other sources to ensure our bills are paid and payroll is produced and costs of recovery are tracked. With there being two and soon a third mirrored system there is little concern that a natural disaster would disrupt our ability to produce financial information.

The annual subscription Fee is \$35,413. This is an annual fee. This provides us the updates we need to keep the system running and pays for the cost of Tyler hosting the application. The cost of implementation is approximately \$86,000 plus travel expenses. This covers implementation, training and data conversion. The agreement with Tyler is for five years with annual renewals thereafter. There is a 60 day cancellation clause after the first five years and before each subsequent year. If the City was to purchase the system and place it on our own servers the cost would be \$120,000 plus travel expenses, up front and around \$20,000 each year. This does not include the cost of our own servers, nor staff time to ensure the system is available. These costs are estimated to be about another \$10,000 in up front costs for the necessary hardware and an unknown amount of annual staff time troubleshooting issues.

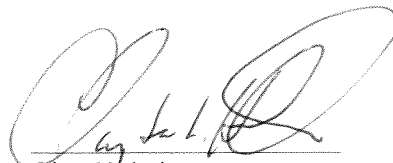
The system will include the the General Ledger, Budget, Project/Grant Accounting, Accounts Payable, Fixed Assets, Personnel Management, Payroll, Utility Billing, Miscallaneous Accounts Receivable, and Financial Reporting. There will also be an on-line utility billing component. This will assist a number of our residents and customers who would rather pay their bills on-line versus in-person visits or mailing it to the City.

### **Measure of Success**

The City has a stable financial software from a reputable company which it can rely on to make financial decisions.



Stuart Schillinger  
Administrative Services Director



Clay Holstine,  
City Manager



## SOFTWARE AS A SERVICE AGREEMENT

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

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

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

### SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Brisbane, CA
- **"Data"** means the data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Named Users"** means the number of named users that are authorized to use the SaaS Services. The Defined Named Users for the Agreement are indicated in the Investment Summary, if applicable. Defined Named Users must enter a username and password to access the Tyler Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the 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.
- **"Key Personnel"** means the Project Manager and Implementation Consultants assigned to your implementation project.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.

- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, support services for the Tyler Software under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software and related interfaces identified in the Investment Summary and in-scope integrations.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Named Users only. Access to the Tyler Software will be provided under the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services.
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Named Users and amount of Data Storage Capacity. You may add additional Defined Named Users or additional data storage capacity on the terms set forth in Section H(1).
3. Ownership.
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only. You must retain all proprietary notices, logos, copyright notices, and similar markings on all such copies.
  - 3.3 You retain all ownership and intellectual property rights to the Data.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party’s business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service

bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

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

## SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary. You will receive those services according to our industry-standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. We will finalize that documentation with you upon execution of this Agreement.
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. The Investment Summary contains the scope of services and related costs required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days, or as otherwise agreed to in writing by both parties.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments. This paragraph 4 shall only apply upon the second instance of your cancelling services with less than two (2) weeks notice.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. 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 the services, subject to any reasonable security protocols or other written policies provided to us.
7. Client Assistance. You acknowledge that the project outlined in this Agreement is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services you have contracted for. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the

failure by your personnel to provide such cooperation and assistance (either through action or omission).

8. Key Personnel. You may interview Key Personnel we assign to your project, but Tyler is not responsible for delays to the project timeline resulting from your interview process. In the event Key Personnel provide services that you reasonably deem to be unsatisfactory, we will be given reasonable opportunity to correct the deficiency. In the event the deficiency persists, you may require the removal of the personnel in question. You will not be billed for the time necessary for replacement Key Personnel to become familiar with the project.

#### **SECTION D – MYGOVPAY/VIRTUAL PAY**

The MyGovPay/Virtual Pay functionality, to the extent you have purchased it, is provided to you according to the terms and conditions set forth in this Agreement, and the provisions of Exhibit E.

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

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
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 fifteen (15) 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 we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including SaaS Services, if you fail to pay an invoice not disputed as described above.

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

1. Term. The initial term of this Agreement is five (5) years from the date we make the software environment available to you, unless earlier terminated as set forth herein. After the initial term, this Agreement will renew automatically for additional one (1) year terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term, but both parties shall endeavor to provide more than sixty (60) days notice, if possible. We reserve the right to increase SaaS Fees if our costs to provide the SaaS Services increase. We will provide you at least ninety (90) days' notice of any increase in SaaS Fees. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or

services you have received, or we have incurred or delivered, prior to the effective date of termination.

- 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
- 2.2 For Cause. You may terminate this Agreement for cause in the event we don't cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of receiving a written notice of the alleged breach. You agree to comply with Section H(3), Dispute Resolution, prior to termination.
- 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
- 2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
  - a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 75% of the SaaS Fees then due for the remainder of the initial term;
  - b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 50% of the SaaS Fees then due for the remainder of the initial term; and
  - c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term.

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

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

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

You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense. Should you wish to participate in the defense, and we then consent to your participation, we will pay any defense costs, including reasonable attorneys' fees.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (b) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (c) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (d) willful infringement.
  - 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent.
  - 1.4 If, as a result of an infringement or misappropriation claim, 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 this Agreement and refund the unused SaaS Fees. Subsection (d) shall be the option of last resort, only to be exercised if subsections (a), (b), or (c) cannot be reasonably achieved. For the purposes of subsection 1.4(c), "replace" shall be understood to include the license to the replacement software we identify, our related service costs, and your commercially reasonable internal costs to facilitate the replacement. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. **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.
  3. **LIMITATION OF LIABILITY.** 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. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) ONE AND ONE-HALF (1.5) TIMES THE THEN CURRENT ANNUAL SAAS FEES PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTION G(1).
  4. **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; and (d) Workers Compensation complying with applicable statutory requirements. We will add you as an



additional insured and provide you with copies of certificates of insurance upon your written request.

## SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will 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 U.S. taxes to the proper U.S. 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. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior

written consent, not to be unreasonably withheld.

8. No Assignment. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that your consent is not required in the event we have a change of control.
9. 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.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties.

Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

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

- 18. 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.
- 19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, with venue for any state court action in the Superior Court of San Mateo County, and venue for any federal court action in the Federal District court of Northern California.
- 20. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.
- 21. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A      Investment Summary
- Exhibit B      Invoicing and Payment Policy  
                    Schedule 1: Business Travel Policy
- Exhibit C      Service Level Agreement  
                    Schedule 1: Support Call Process
- Exhibit D      Web Services – Hosted Application Terms
- Exhibit E      Statement of Work

SIGNATURE PAGE FOLLOWS



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

Tyler Technologies, Inc.  
Local Government Division

City of Brisbane, CA

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

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

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

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

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

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

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

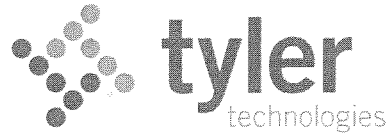
Date: \_\_\_\_\_

Address for Notices:

Tyler Technologies, Inc.  
5519 53<sup>rd</sup> Street  
Lubbock, TX 79414  
Attention: Brett Cate

Address for Notices:

City of Brisbane  
50 Park Place  
Brisbane, CA 94005  
Attention: Betsy Cooper



## **Investment Summary**

The following Investment Summary details the software, products, and services to be delivered by Tyler Technologies, Inc. to you under your Software as a Service Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

Your Data Storage Capacity, if applicable, is as set forth in this Exhibit A. Additional storage may be purchased at the rates set forth on that same page.

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Investment Summary  
 Betsy Cooper  
 City of Brisbane



Prepared for:	City of Brisbane	Contract ID # :	2015-0009
Contact Person:	Betsy Cooper	Issue Date:	03/13/15
Address:	50 Park Place Brisbane, CA 94005 (415) 508-2152	Sales Rep:	K. Winger
Phone:		Tax Exempt:	Yes / No
Fax:			
Email:	bcooper@ci.brisbane.ca.us		

Product, Service & Equipment	Upon Execution	Upon Delivery	Commencement of Training	As Progress Occurs	Totals	Annual Fees
Total Subscription Fees	17,706	10,624	7,083		35,413	35,413
Total Hosted (Online) Applications		400			400	
Total Professional Services						
Implementation				47,500	47,500	
Project Management & Final Implementation				5,000	5,000	
Data Conversion				33,375	33,375	
<b>Totals</b>	<b>17,706</b>	<b>11,024</b>	<b>7,083</b>	<b>85,875</b>	<b>121,688</b>	<b>35,413</b>

Please Note: Travel expenses will be billed as incurred.

Please Note: Incode Notification fees are not included in the totals above. See Incode Notification page for detail and billing schedule.



Betsy Cooper  
 City of Brisbane  
 February 17, 2015



Investment Summary

Professional Services & Hardware	Cost
Implementation Services	47,500
Professional Services	5,000
Utility Billing Online Payments Setup	400
Data & Conversion Assistance Fees	33,375
<b>Services (Total Up Front Costs)</b>	<b>86,275</b>

*\*\* Note: Travel expenses are billed as incurred based on Federal IRS per diem standards.*

Subscription - Hosted		Annual Fees
Length of Agreement	5 Years - 60 Months	
Annual Subscription Fee		26,053
Annual User Fee (18 named users)	<input type="text" value="18"/>	8,640
Utility Billing Online Payments		720
<b>Summary</b>		<b>35,413</b>

*\*\*Note: Additional users may be added at any time at the per user rate of \$480 per year.*



**Software Licenses**

Betsy Cooper  
 City of Brisbane  
 February 17, 2015  
 Application Software



	Hours	Estimated Services
<b>Incode Financial Management Suite</b>		15,000
Core Financials <i>(General Ledger, Budget Prep, Bank Recon, Accounts Payable)</i>	64	
Positive Pay		
Purchasing	24	
Fixed Assets	16	
Project/Grant Accounting	12	
Financial Consulting Services	4	
<b>Incode Personnel Management Suite</b>		17,500
Personnel Management	52	
Employee Self Service <i>(Number of FTE Employees)</i> <i>(Employee Portal)</i>	28	
ESS Time & Attendance <i>(Number of FTE Employees)</i>	28	
ESS Benefits Administration <i>(Number of FTE Employees)</i>	28	
Personnel Management Consulting Service	4	
<b>Incode Customer Relationship Management Suite</b>		14,000
Utility CIS System	88	
Utility Handheld Meter-Reader Interface	Included	
Cashiering <i>(Support Credit/Debit Cards via ETS, PCI Compliant)</i>	12	
Cashiering Receipt Import <i>(Generic Interface)</i>	Included	
Miscellaneous Accounts Receivable	12	
<b>Incode Content/Document Management Suite</b>		1,000
<b>Incode Printing and Reporting Solutions</b>		
Standard Forms Package	Included	
<i>(4 Overlays for Financials, 5 Overlays for CRM, 1 Logo)</i>		
Secure Signatures <i>(includes 2 signatures)</i>	Included	
<b>Output Director</b>		
Output Director <i>(Base Engine, Print Output Channel, Tyler Content Management Output Channel, Email Output Channel)</i>	8	
<b>Professional Services</b>		5,000
Project Management		
<b>Incode Application Subtotal</b>	380	47,500
<b>Professional Services</b>		5,000
<b>Application and System Software Total</b>	<b>380</b>	<b>52,500</b>





Professional Services  
 Betsy Cooper  
 City of Brisbane  
 February 17, 2015



Conversion Services	Programming Fee	Hours	Estimated Services	Conversion Fee
<b>Financial Applications</b>				10,500
<b>General Ledger</b>	4,000	6	1,000	
- Chart of Accounts				
- Budget (2 years)				
- Summarized History (2 years)				
<b>Accounts Payable</b>	2,000	4	500	
- Vendor Master Info, address, primary contact				
- 1099 Balances (current year)				
- Vendor Notes, Additional Contacts	500	4	500	
<b>Fixed Assets</b>	1,500	4	500	
- Assets information with improvements, totals only, no history)				
<b>Personnel/Payroll Applications</b>				8,500
<b>Personnel Management/Payroll</b>	5,000	26	3,500	
- Basic Employee Information - employee master, address, primary contact, standard dates (i.e. hire, birth, termination, leave), standard phones (work, home, cell), current direct deposit, current position, retirement, employee deductions, employee taxes				
- Current Year Leave Balances				
- Current Year detailed employee pay history - paycheck earnings, earning distribution, deductions and taxes OR current year quarterly summarized history				
<b>Utility Billing</b>				14,375
<b>Utility - CIS</b>	10,000	28	3,500	
- Contacts/Properties/Accounts				
- Service meter info - meter inventory				
- Transaction/Consumption/Read History (2 Years)				
- Metered services (1 metered services)				
- Non-Metered service (up to 2 services)				
Bank code, drafts, deposits		2	250	
Meter change outs, contracts/billed deposits, devices		4	500	
Notes		1	125	
<b>Conversion Services Total</b>	<b>23,000</b>	<b>83</b>	<b>10,375</b>	<b>33,375</b>

**Note:**  
 Financial data conversion consists of current year plus 2 years history.  
 Utility Billing conversion data consists of current year plus 2 years history.



Hosted Applications  
 Betsy Cooper  
 City of Brisbane  
 February 17, 2015



Service	QTY	Charges	Initial Year	Annual Fee
<b>Citizen Portal</b>				
One Time Setup Fee	1	400	400	
<ul style="list-style-type: none"> <li>- Hardware Configuration</li> <li>- DNS registration</li> </ul>				
<b>INCODE Utility Billing On-Line Component</b>				
Utility Billing Online (4 cents per bill, per month)	1,500	0 04 /month	720	720
<ul style="list-style-type: none"> <li>- Data extraction and storage</li> <li>- Display of:                             <ul style="list-style-type: none"> <li>• Current status (late, cut off etc)</li> <li>• Action needed to avoid penalty</li> <li>• Current Balance</li> <li>• Deposits on file (optional)</li> <li>• Last payment date</li> <li>• Last payment amount</li> <li>• Payment arrangements on file</li> <li>• Last bill amount</li> <li>• Last bill date</li> <li>• Bill due date</li> <li>• Contracts on file and status</li> <li>• Transaction history</li> </ul> </li> <li>- Address information including                             <ul style="list-style-type: none"> <li>• Mapping</li> <li>• Legal description*</li> <li>• Precinct*</li> <li>• School district*</li> <li>• Services at address</li> <li>* - Subject to data availability</li> </ul> </li> <li>- Consumption history by service, including graphs</li> <li>- Request for service (optional)</li> <li>- Information change request (optional)</li> <li>- Security - SSL (Secure Socket Layer)</li> </ul>				
<ul style="list-style-type: none"> <li>- Online Payments                             <ul style="list-style-type: none"> <li>• Payment packet is created to be imported to Utility System</li> </ul> </li> </ul>				
NOTE: Customer pays \$1.25 fee per transaction for payment on-line.				
<b>Hosted Applications Total</b>			<b>1,120</b>	<b>720</b>



INCODE Notification  
Betsy Cooper  
City of Brisbane  
February 17, 2015



INCODE Notification for Utility Billing

INCODE Notification for Utility Billing (\$0.10 per call)

Active Accounts 2,000

- Customer Notification by Phone
  - Call Late Notices
  - Call Late Notices
  - General Notifications
- Call Lists automatically generated
- Account updated after call
- Custom message for each call type
- Call Message can be English or Spanish
- Generate reports based on call results

*Note: The Utility will be billed at the rate specified above for all calls made  
The Utility will be billed quarterly by Tyler Technologies for calls conducted*

INCODE Notification For Court Total

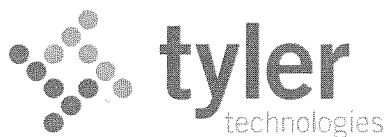


Tyler On Demand - Tyler U  
 Betsy Cooper  
 City of Brisbane  
 February 17, 2015



Service	Annual Fee
Tyler On Demand - Tyler U	
Tyler U Subscription - E-learning courses available for all employees during the subscription period - Unlimited access to hundreds of e-learning courses spanning the entire suite of Tyler applications - Unlimited access to on-demand Continuing Professional Education credit courses certified by NASBA standards - Unlimited access to Government compliance courses such as HIPAA Compliance, Red Flag Rules, and Workplace Harassment Prevention - Available 24/7 - New courses created continually	490
<i>Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: <a href="http://www.learningmarket.org">www.learningmarket.org</a></i>	
Tyler Online Training Center Total	490





## Invoicing and Payment Policy

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

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

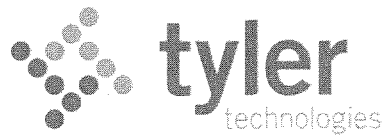
1. SaaS Fees. Fifty percent (50%) of your first year's SaaS Fees are due upon the Effective Date. Thirty percent (30%) of your first year's SaaS Fees are due upon the date we make the software environment available to you, and twenty percent (20%) of your first year's SaaS Fees are due upon commencement of training. Subsequent SaaS Fees are invoiced on an annual basis, beginning on the anniversary of the date we made the software environment available to you. Your annual SaaS Fees for the initial term are as set forth in the Investment Summary.
2. Other Professional Services.
  - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed as delivered.
  - 2.2 *Requested Modifications to the Tyler Software:* Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification, or such other terms as the parties may agree to in advance in writing. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.
3. Third Party Products.
  - 3.1 *Third Party Software License Fees:* License fees for Third Party Software 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 are invoiced upon delivery.
4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis for an administrative fee. Receipts for mileage or miscellaneous items less than twenty-five dollars are



not available. You will not be billed for our travel time to or from your site.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Maintenance and support fees are due on each anniversary of the Available Download 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



## **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](http://www.gsa.gov/perdiem).



A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

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

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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



## SERVICE LEVEL AGREEMENT

### I. Agreement Overview

This Service Level Agreement (“SLA”) operates in conjunction with, and does not supersede or replace any part of, the Software as a Service (“SaaS”) agreement between Tyler Technologies, Inc. (“Tyler”) and the City of Brisbane, CA (the “SaaS Agreement”). The SLA is effective as of \_\_\_\_\_.

This SLA outlines the information technology service levels that Tyler will provide to the City of Brisbane, CA (“Client”) to ensure the availability of the application services that the Client has requested Tyler to provide. All other Client support services are documented in the Support Call Process exhibit to the SaaS Agreement.

### II. Definitions

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

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

*Defect:* Any failure of the licensed software that is recognized as a "defect" under the agreement through which Client licenses the Tyler software.

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

*Force Majeure:* An event beyond the reasonable control of Tyler, including governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause which could not with reasonable diligence be foreseen, controlled, or prevented by the party.

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

### III. Service Availability

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



a. Client Responsibilities

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

To track attainment, the Client must document, in writing, all Downtime that it has experienced during a billing cycle. The Client must deliver such documentation to Tyler within 30 days of a billing cycle's end.

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

b. Tyler Responsibilities

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

Upon timely receipt of a Client's Downtime report, outlined above in Section 3.1, Tyler will compare that report to Tyler's own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

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

c. Client Relief

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

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client's credits will be doubled.

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

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

		will be posted to next billing cycle
100%	<95%	5% credit of fee for affected billing cycle will be posted to next billing cycle

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

**IV. Applicability**

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

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

**V. Force Majeure**

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

IN WITNESS OF WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as set forth below:

Tyler Technologies, Inc.  
Local Government Division

City of Brisbane, CA

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

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

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

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

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

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

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

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





## Incode Customer Support

### **1 About Incode Customer Support**

#### Support Availability

Product	Days of the Week	Hours of Operation
Incode Customer Support	Monday - Friday	7 a.m. to 7 p.m. (Central)
Tyler Public Safety Support	Monday - Friday	7 a.m. to 7 p.m. (Central)

Incode Customer Support consists of four functional areas:

- Financial Modules – General Ledger, Accounts Payable, Payroll, Fixed Assets, Budgeting, Check Reconciliation, etc.
- CIS/CRM Modules – CIS includes Utility Billing, Cash Collections, Handhelds, and Service Orders; CRM includes Accounts Receivable, Business License, Building Projects, Call Center, Cemetery Records, and Sales Tax.
- Court Case Management
- Tyler Public Safety (TPS)

Each functional area consists of four levels of personnel: (1) Front line Customer Support Representatives are assisted by (2) Advisors – senior representatives – and both are managed by (3) Team Leaders. These Team Leaders report to the (4) Support Group Managers.

### **2 Contacting Incode Customer Support**

Incode Customer Support can be contacted by

1. Email – Great for low priority and project-type issues
2. Chat – Useful for quick help and allows you to do other tasks while we resolve your issue
3. Internet – Best for low priority and project-type issues
4. Telephone – Great for complex questions

#### **2.1 Email Support at [Incode.Support@tylertech.com](mailto:Incode.Support@tylertech.com)**

1. From any Incode window, click **Help** on the menu bar and select *Support > Email* to open an email message with this address. The email message must contain the following information:
  - Area of support (use the list above as a reference for functional areas)
  - Question
  - Priority
    - Priority 1 – Critical (system is currently down)
    - Priority 2 – High (need immediate assistance)
    - Priority 3 – Medium (respond within one day)
    - Priority 4 – Non-critical

- Your contact information
  - Screen prints or attachments (as necessary)
2. Your email will be received and logged by Incode Support, and an incident number will be assigned. You will receive an email reply from Incode Support with the incident number.

## **2.2 Chat with a Support representative online at [www.tylertech.com](http://www.tylertech.com).**

Log in to [tylertech.com](http://tylertech.com) and click **Client Support > Incode > Live Support** to chat with a Support team member via instant message. Just click on the area of support needed and follow the prompts.

## **2.3 Create a Support incident online at [www.tylertech.com](http://www.tylertech.com).**

Log in to [tylertech.com](http://tylertech.com) and click **Online Support Incidents > Enter Online Support Incidents > Add a new support incident**. Follow the prompts to log a new incident with Incode Support. You will receive an incident number after you click **Submit**.

## **2.4 Call Support toll-free at 1-800-646-2633.**

- Press 1 for Support
  - Press 1 for Incode Support (Financials, Cash Collections, Utility Billing, Citizen Services, and Municipal Court)
    - Press 1 for Financials
    - Press 2 for Cash Collections
    - Press 3 for Utility Billing
    - Press 4 for Citizen Services
    - Press 5 for Municipal Court
  - Press 2 for Tyler Public Safety
  - Press 3 for Imaging Support (Tyler Content Manager)
  - Press 4 for Version 10 Support (V.X Financials, V.X CRM, and V.X Court)
    - Press 1 for V.X Financials Support
    - Press 2 for V.X CRM Support (Cashiering and Utility Billing)
    - Press 3 for V.X Court
  - Press 0 for an Operator
- Press 2 for an Existing Incident

The average hold time is approximately 5 minutes. This time may increase at critical times such as fiscal year end, quarter end, and calendar year end due to the volume of calls received.

## **3 Incident Management and Escalation**

Incode Support takes great pride in serving our clients and being responsive to support issues. Exceeding our clients' expectations is our constant goal. We closely monitor all support metrics and report them to Executive Management on a weekly basis. In addition, our Support Team Leaders monitor Support response and resolution times on a daily basis.

There may be times when support incidents need more attention or a faster response. We encourage our clients to communicate the level of urgency or priority of support issues so that we can respond to incidents appropriately. A support incident can be escalated by any of the following methods:

1. Use any of the support channels mentioned in the “Contacting Incode Customer Support” section above to request an escalation.
2. Access the client support portal at [www.tylertech.com](http://www.tylertech.com).
  - a. Click **Online Support Incidents**.
  - b. In the incident grid, click the incident you need to escalate to open it.
  - c. Mark the **Escalate the priority of this incident** checkbox at the bottom of the incident detail page. This sends an email notifying the Support team to escalate the incident.
3. Alternatively, you can escalate the support incident through the management channels outlined below.

Module(s)/Area(s)	Staff Member	Title	Direct Line
Incode Financials	Cathy Curtis	Team Leader	806.791.8251
V.X Financials	Michele Nickerson	Financial Support Manager	207.356.9348
Incode CIS/CRM	Steve Roberts	Team Leader	806.791.8247
V.X CRM	Audrey Salazar	Technical Lead	806.791.8258
Court/Tyler Public Safety	Rita Ewings	Court/TPS Support Manager	806.791.8237
V.X Court	Amanda Hogan	Team Leader	806.791.8265
Public Safety	David Watson	Team Leader	806.791.8228
Property Tax	Heidi Thompson	Operations Manager	806.791.8249
Software Support	Michele Nickerson	Financial Support Manager	207.356.9348
Technical Support	Michael Lao	Technical Services Support Manager	806.791.8231
Installs and Upgrades	Michael Hoffmann	Technical Services Deployment Manager	806.791.8230
Support	Bryan Thompson	Director of Support	806.791.8226
Executive Management	Dane Womble	Chief Operating Officer	806.791.8220

Please do not hesitate to use any of these escalation methods so that we may better serve you.

#### **4 Additional Resources on**

- Click **Online Support Incidents** to look up ALL previous requests made by your site (regardless of how the request was submitted).
- Access the Tyler Community and hover over the **Incode** menu button to expand the dropdown. Select the appropriate software suite (Financials, CIS/CRM, Court, TPS, etc.).
  - The **Search** feature allows you to look for content on certain topics or to answer specific questions.
  - The **Blog** highlights helpful tips and tricks and other valuable information related to your software.
  - The **Library** includes documents covering a wide range of topics (e.g., release notes, tax preparation documents, Connect documents).
  - The **Wiki** contains FAQs and additional help content.
  - The **Forum** provides an area where you can ask a question of our staff or of other Tyler Community members. This is a great way to share information, get the opinion of fellow Tyler clients, and have questions answered quickly.

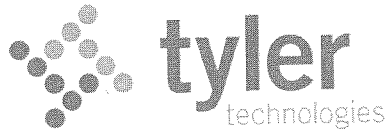
**EXHIBIT C**  
**Schedule 1**

**Tyler Holiday Schedule**

Tyler observes many of the same holidays our clients do. In order to allow our staff time away from work our offices will be closed on the holidays listed below. There will be no support coverage on these days.

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





## Web Services – Hosted Application Terms

Tyler Technologies, Inc. will provide you with the hosted applications indicated in the Investment Summary of your License and Services Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Hosted Applications. We will provide you with any of the following hosted applications as indicated in the Investment Summary.
  - 1.1. *Web Services*: Our Web Services are designed to enable you to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.
  - 1.2. *Utility Billing On-Line*: Our Utility Billing On-Line Component allows you to make available certain information from your utility billing system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.
  - 1.3. *Court On-Line*: Our Court On-Line Component provides the ability for municipal court fines to be paid by credit card via the Internet. This system interfaces seamlessly with our InCourt Municipal Court System.
  - 1.4. *Building Projects On-Line*: Our Building Projects On-Line Component allows you to make available certain information from your building projects system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Building project status, inspection results, inspection scheduling and the opportunity to pay their building projects over the Internet using a credit card.
  - 1.5. *Business License On-Line*: Our Business License On-Line Component allows you to make available certain information from your business license system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: business license status, business license renewal and the opportunity to pay their business license over the Internet using a credit card.
  - 1.6. *Accounts Receivable On-Line*: Our Accounts Receivable On-Line Component allows you to make available certain information from your accounts receivable system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the

proper security clearance, citizens with Internet access have access to the data which can include: current balance, contract status, and the opportunity to pay the accounts receivable over the Internet using a credit card.

- 1.7. *Call Center On-Line*: Our Call Center On-Line Component allows you to make available certain information from your call center system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current and past incidents, create a new incident and view status of incident.
- 1.8. *Property Tax On-Line*: Our Property Tax On-Line Component allows you to make available certain information from your Property Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: parcel number, receipt number, tax amount due, and the opportunity to pay the Property Tax over the Internet using a credit card.
2. Term. We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the Effective Date and will continue for three (3) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.
3. Nature of Website. We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
4. Data Procurement. You must set up a merchant account with Electronic Transaction System Corporation or authorized.net to be solely used for our Web Service transactions. The merchant account must be set up to fund to your bank account. You are responsible for all fees and expenses of the merchant account. You must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services requires a dedicated IP address; assignment of this address is your responsibility. While we assume responsibility for data transfer, we are not responsible for accuracy of data transferred.
5. Limited License. Your license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.
6. Ownership of Data. All data you provide to us for the purposes of generating the website shall remain your property. Should you terminate your subscription, we shall return to you any such data in our possession.
7. Fees. You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. We may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.