Agenda Item No. 8b

# Town of Windsor

## Memorandum

November 10, 2015

**TO:** The Honorable Mayor and Town Council

**FROM:** Michael Stallings, Town Manager MS

**SUBJECT:** Financial Software Conversion

As you are aware, we have been setting aside money for several years to cover the cost of converting from our existing financial software, Bright, to the same software that Isle of Wight is currently using, Munis. We have been working with the Town of Smithfield so that we could both complete the conversion at the same time to help reduce training costs. The Town of Smithfield has recently signed their contract with Tyler Technologies for the conversion to Munis.

I have attached a copy of the contract from Tyler Technologies for Windsor's conversion to Munis. This contract is identical to the Town of Smithfield with the exception of one module that they have elected to add.

We currently anticipate that Tyler Technologies will host all of the data on their servers remotely. This will prevent the Town from having the expense of a new server and ongoing server maintenance. It will also allow them to provide software updates and data backups. Having them remotely host the data will also allow us to access the system from any computer with internet access.

With the conversion to the Munis software, it will create a much easier working environment for all Town staff. It will also allow permit information to be entered into the system for better records management. We will also be able to open up an online customer service portal that will allow citizens online access to their tax information. The Munis software will provide benefits to the Town staff as well as the citizens of Windsor.

The upfront cost to convert to Munis is $159,250. The annual maintenance contract would be $37,524.00 for the first three years. The upfront cost is slightly more than we had anticipated when we started setting aside money for this three years ago. We currently have $108,000 set aside for this conversion. We will need an additional $51,250 to cover the upfront costs. There are sufficient funds in the General Fund Fund Balance to cover this, and a resolution has been attached to appropriate the funds as well as the $72,000 that has been set aside in the previous two fiscal years for a total appropriation of $123,250.

I recommend that Council adopt the enclosed resolution.

**Agenda Item No. _____**

**Recommended Motion**

Move that Council adopt the resolution entitled:

A Resolution Appropriating The Sum Of $123,250 From The Unappropriated Fund Balance Of The General Fund To The 2015-16 General Fund Operating Budget

**Resolution No. _____**

**Resolution**

A Resolution Appropriating The Sum Of $123,250 From The Unappropriated Fund Balance Of The General Fund To The 2015-16 General Fund Operating Budget

**WHEREAS**, the Town Council of the Town of Windsor decided to proceed with the conversion of its financial software to Tyler Technologies Munis platform, and;

**WHEREAS**, the conversion to the Munis software will allow for easier use, more interaction between departments, and access to tax information by the general public, and;

**WHEREAS**, the Town has set aside $72,000 in the previous two fiscal years, and;

**WHEREAS**, the Town Council needs to appropriate an additional $51,250 to completely fund the conversion.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the Town of Windsor, Virginia as follows:

Section 1. That the sum of $123,250 from the Unappropriated Fund Balance of the General Fund, be, and the same hereby is, appropriated to the Contingency line item in the 2015-16 General Fund Operating Budget:

Section 2. The Town Manager is hereby authorized and directed to execute the software as service agreement with Tyler Technologies.

Section 3. This resolution shall be in effect on and after its adoption.

Adopted:

TESTE:

_____

Town Clerk

# SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service 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 the Town of Windsor, Virginia.
- **"Data"** means the data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for Tyler Content Manager, if licensed, as 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 Concurrent Users"** means the number of concurrent users that are authorized to use the SaaS Services. The Defined Concurrent Users for the Agreement are five (5).
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the 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.
- **"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.
- **"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.
- **"Tyler Software"** means our proprietary software and related interfaces identified in the Investment Summary.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

**SECTION B – SAAS SERVICES**

1. License Rights and Restrictions.

   1.1. We grant to you a license to use the Tyler Software for your internal business purposes only. 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. 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 Concurrent Users only. Access to the Tyler Software will be provided under the terms of the SLA.

2. 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. You further agree to pay us the SaaS Fees set forth in the Investment Summary which are also payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Concurrent Users and amount of Data Storage Capacity. You may add additional concurrent 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. 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. **The Tyler Software is licensed, not sold.**

   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.

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.

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).

**SECTION D – THIRD PARTY PRODUCTS**

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. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

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

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

**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 three (3) years from November 1, 2015, unless earlier

terminated as set forth herein. After October 31, 2018, 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. 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.

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. 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) 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; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. 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 your state of domicile.

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 | DocOrigin End User License Agreement |

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.<br>ERP & Schools Division | Town of Windsor |
| By:_____ | By:_____ |
| Name:_____ | Name:_____ |
| Title:_____ | Title:_____ |
| Date:_____ | Date:_____ |
| Address for Notices:<br>Tyler Technologies, Inc.<br>One Tyler Drive<br>Yarmouth, ME 04096<br>Attention: Associate General Counsel | Address for Notices:<br>Town of Windsor<br>P.O. Box 307<br>Windsor, VA 23487<br>Attention: _____ |

# Exhibit A
# Investment Summary

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

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tyler technologies

| | |
|---|---|
| Quoted By: | Phil Sharp |
| Date: | 9/5/2015 |
| Quote Expiration: | 8/31/2015 |
| Quote Name: | ERP-Windsor-Munis ERP Migration |
| Quote Number: | 2015-11006 |
| Quote Description: | ERP-Windsor-Munis ERP Migration |

**Sales Quotation For**

Town of Windsor
8 East Windsor Blvd.P. O. Box 307
Windsor, Virginia 23487
Phone (757) 242-4288

**SaaS**

| Description | Annual Fee Net | # Years | Total SaaS Fee | Impl. Days |
|---|---|---|---|---|
| **Other:** | | | | |
| Concurrent Users (5) | $5,000.00 | 3.0 | $15,000.00 | 0 |
| SaaS Maintenance - Accounting/GL/BG/AP | $4,140.00 | 3.0 | $12,420.00 | 0 |
| SaaS Maintenance - Work Orders, Fleet & Facilities | $1,880.00 | 3.0 | $5,640.00 | 0 |
| SaaS Maintenance - HR Management | $1,386.00 | 3.0 | $4,158.00 | 0 |
| SaaS Maintenance - Payroll w/ESS | $2,898.00 | 3.0 | $8,694.00 | 0 |
| SaaS Maintenance - Tyler Reporting Services | $2,250.00 | 3.0 | $6,750.00 | 0 |
| SaaS Maintenance - Accounts Receivable | $1,386.00 | 3.0 | $4,158.00 | 0 |
| SaaS Maintenance - Business Licenses | $1,188.00 | 3.0 | $3,564.00 | 0 |
| SaaS Maintenance - Central Property File | $0.00 | 3.0 | $0.00 | 0 |
| SaaS Maintenance - Citizen Self Service | $1,386.00 | 3.0 | $4,158.00 | 0 |
| SaaS Maintenance - General Billing | $594.00 | 3.0 | $1,782.00 | 0 |
| SaaS Maintenance - Munis Office | $990.00 | 3.0 | $2,970.00 | 0 |
| SaaS Maintenance - Permits & Code Enforcement | $2,640.00 | 3.0 | $7,920.00 | 0 |
| SaaS Maintenance - Role Tailored Dashboard | $0.00 | 3.0 | $0.00 | 0 |

| | | | | | |
|---|---|---|---|---|---|
| SaaS Maintenance - Tyler Forms Processing | | $3,000.00 | 3.0 | $9,000.00 | 0 |
| SaaS Maintenance - UB Meter Read Interface | | $990.00 | 3.0 | $2,970.00 | 0 |
| SaaS Maintenance - Utility Billing CIS | | $2,592.00 | 3.0 | $7,776.00 | 0 |
| SaaS Maintenance - VA Income Tax | | $0.00 | 3.0 | $0.00 | 0 |
| SaaS Maintenance - VA Motor Vehicle Tax | | $0.00 | 3.0 | $0.00 | 0 |
| SaaS Maintenance - VA Tax | | $5,500.00 | 3.0 | $16,500.00 | 0 |
| | **TOTAL:** | **$37,820.00** | | **$113,460.00** | **0** |

**Tyler Software and Related Services**

| Description | License | Impl. Days | Impl. Cost | Data Conversion | Module Total | Year One Maintenance |
|---|---|---|---|---|---|---|
| **Financials:** | | | | | | |
| Accounting/GL/BG/AP | $11,500.00 | 6 @ $1,275.00 | $7,650.00 | $4,000.00 | $23,150.00 | $0.00 |
| Work Orders, Fleet & Facilities Management | $5,500.00 | 3 @ $1,275.00 | $3,825.00 | $0.00 | $9,325.00 | $0.00 |
| **Payroll/HR:** | | | | | | |
| Payroll w/ESS | $16,100.00 | 5 @ $1,275.00 | $6,375.00 | $5,300.00 | $27,775.00 | $0.00 |
| HR Management | $7,700.00 | 5 @ $1,275.00 | $6,375.00 | $0.00 | $14,075.00 | $0.00 |
| **Revenue:** | | | | | | |
| Tax Billing | $11,000.00 | 10 @ $1,275.00 | $12,750.00 | $16,500.00 | $40,250.00 | $0.00 |
| Utility Billing CIS | $7,200.00 | 9 @ $1,275.00 | $11,475.00 | $8,700.00 | $27,375.00 | $0.00 |
| Permits & Code Enforcement | $6,600.00 | 7 @ $1,275.00 | $8,925.00 | $7,000.00 | $22,525.00 | $0.00 |
| Business License | $3,300.00 | 3 @ $1,275.00 | $3,825.00 | $7,500.00 | $14,625.00 | $0.00 |
| Accounts Receivable | $3,850.00 | 2 @ $1,275.00 | $2,550.00 | $0.00 | $6,400.00 | $0.00 |
| General Billing | $1,650.00 | 2 @ $1,275.00 | $2,550.00 | $0.00 | $4,200.00 | $0.00 |
| UB Interface | $2,750.00 | 2 @ $1,275.00 | $2,550.00 | $0.00 | $5,300.00 | $0.00 |
| VA Motor Vehicle Decal | $1,650.00 | 2 @ $1,275.00 | $2,550.00 | $0.00 | $4,200.00 | $0.00 |
| VA Income Tax | $1,650.00 | 2 @ $1,275.00 | $2,550.00 | $0.00 | $4,200.00 | $0.00 |
| Central Property File | $1,650.00 | 1 @ $1,275.00 | $1,275.00 | $0.00 | $2,925.00 | $0.00 |
| **Productivity:** | | | | | | |
| Tyler Forms Processing | $7,500.00 | 0 @ $1,275.00 | $0.00 | $0.00 | $7,500.00 | $0.00 |
| Role Tailored Dashboard | $2,750.00 | 2 @ $1,275.00 | $2,550.00 | $0.00 | $5,300.00 | $0.00 |

**Tyler Software and Related Services**

| Description | License | Impl. Days | Impl. Cost | Data Conversion | Module Total | Year One Maintenance |
|---|---|---|---|---|---|---|
| Tyler Reporting Services | $4,500.00 | 2 @ $1,275.00 | $2,550.00 | $0.00 | $7,050.00 | $0.00 |
| Citizen Self Service | $3,850.00 | 1 @ $1,275.00 | $1,275.00 | $0.00 | $5,125.00 | $0.00 |
| Munis Office | $2,750.00 | 1 @ $1,275.00 | $1,275.00 | $0.00 | $4,025.00 | $0.00 |
| Sub-Total: | $103,450.00 | | $82,875.00 | $49,000.00 | $235,325.00 | $0.00 |
| *Less Discount:* | *$95,950.00* | | *$0.00* | *$0.00* | *$95,950.00* | *$0.00* |
| **TOTAL:** | **$7,500.00** | **65** | **$82,875.00** | **$49,000.00** | **$139,375.00** | **$0.00** |

**Other Services**

| Description | Quantity | Unit Price | Unit Discount | Extended Price |
|---|---|---|---|---|
| Project Planning Services | 1 | $4,000.00 | $0.00 | $4,000.00 |
| Tyler Forms Library - Business License | 1 | $1,000.00 | $0.00 | $1,000.00 |
| Tyler Forms Library - Financial | 1 | $1,400.00 | $0.00 | $1,400.00 |
| Tyler Forms Library - General Billing | 1 | $1,200.00 | $0.00 | $1,200.00 |
| Tyler Forms Library - Payroll | 1 | $1,200.00 | $0.00 | $1,200.00 |
| Tyler Forms Library - Permits | 1 | $1,500.00 | $0.00 | $1,500.00 |
| Tyler Forms Library - Personnel Action | 1 | $1,000.00 | $0.00 | $1,000.00 |
| Tyler Forms Processing Configuration | 1 | $1,500.00 | $0.00 | $1,500.00 |
| Tyler Forms Library - State Tax - 5 Forms | 1 | $2,400.00 | $0.00 | $2,400.00 |
| Tyler Forms Library - Utility Billing | 1 | $3,000.00 | $0.00 | $3,000.00 |
| VPN Device | 1 | $4,000.00 | $2,000.00 | $2,000.00 |
| Sub-Total: | | | | $22,200.00 |
| *Less Discount:* | | | | *$2,000.00* |
| **TOTAL:** | | | | **$20,200.00** |

**3rd Party Hardware, Software and Services**

| Description | Quantity | Unit Price | Unit Discount | Total Price | Unit Maintenance | Unit Maintenance Discount | Total Year One Maintenance |
|---|---|---|---|---|---|---|---|
| Tyler Secure Signature System with 2 Keys | 1 | $1,650.00 | $0.00 | $1,650.00 | $0.00 | $0.00 | $0.00 |
| *3rd Party Hardware Sub-Total:* | | | *$0.00* | *$1,650.00* | | | *$0.00* |

**3rd Party Hardware, Software and Services**

| Description | Quantity | Unit Price | Unit Discount | Total Price | Unit Maintenance | Unit Maintenance Discount | Total Year One Maintenance |
|---|---|---|---|---|---|---|---|
| **TOTAL:** | | | | **$1,650.00** | | | **$0.00** |

| Summary | One Time Fees | Recurring Fees |
|---|---|---|
| Total SaaS | $0.00 | $37,820.00 |
| Total Tyler Software | $7,500.00 | $0.00 |
| Total Tyler Services | $152,075.00 | $0.00 |
| Total 3rd Party Hardware, Software and Services | $1,650.00 | $0.00 |
| **Summary Total** | **$161,225.00** | **$37,820.00** |
| **Contract Total** | **$274,685.00** | |

**Detailed Breakdown of Conversions (included in Contract Total)**

| Description | Unit Price | Unit Discount | Extended Price |
|---|---|---|---|
| Accounting Opt 1 - Actuals | $1,000.00 | $0.00 | $1,000.00 |
| Accounting Opt 2 - Budgets | $1,000.00 | $0.00 | $1,000.00 |
| Accounting Standard COA | $2,000.00 | $0.00 | $2,000.00 |
| Business License Opt 1 - Bills | $3,000.00 | $0.00 | $3,000.00 |
| Business License Std Master | $4,500.00 | $0.00 | $4,500.00 |
| Payroll - Option 1 Deductions | $1,800.00 | $0.00 | $1,800.00 |
| Payroll - Option 2 Accrual Balances | $1,500.00 | $0.00 | $1,500.00 |
| Payroll - Standard | $2,000.00 | $0.00 | $2,000.00 |
| Permits and Code Enforcement - Option 1 | $3,000.00 | $0.00 | $3,000.00 |
| Permits and Code Enforcement - Option 2 | $2,000.00 | $0.00 | $2,000.00 |
| Permits and Code Enforcement - Standard | $2,000.00 | $0.00 | $2,000.00 |
| Real Estate - Option 1 Tax Sale | $4,500.00 | $0.00 | $4,500.00 |
| Real Estate - Standard | $12,000.00 | $0.00 | $12,000.00 |
| Utility Billing - Option 1 Services | $2,500.00 | $0.00 | $2,500.00 |
| Utility Billing - Option 2 Assessments | $1,200.00 | $0.00 | $1,200.00 |
| Utility Billing - Option 3 Consumption History | $2,000.00 | $0.00 | $2,000.00 |
| Utility Billing - Standard | $3,000.00 | $0.00 | $3,000.00 |
| **TOTAL:** | | | **$49,000.00** |

**Optional Tyler Software & Related Services**

| Description | License | Impl. Days | Impl. Cost | Data Conversion | Module Total | Year One Maintenance |
|---|---|---|---|---|---|---|
| **Financials:** | | | | | | |
| Inventory | $4,400.00 | 3 @ $1,275.00 | $3,825.00 | $2,400.00 | $10,625.00 | $0.00 |
| Fixed Assets | $4,400.00 | 2 @ $1,275.00 | $2,550.00 | $3,000.00 | $9,950.00 | $0.00 |
| Purchase Orders | $4,400.00 | 2 @ $1,275.00 | $2,550.00 | $1,800.00 | $8,750.00 | $0.00 |
| Requisitions | $2,750.00 | 2 @ $1,275.00 | $2,550.00 | $0.00 | $5,300.00 | $0.00 |
| **TOTAL:** | **$15,950.00** | **9** | **$11,475.00** | **$7,200.00** | **$34,625.00** | **$0.00** |

**Optional Conversion Details (Prices Reflected Above)**

| Description | Unit Price | Unit Discount | Extended Price |
|---|---|---|---|
| Fixed Assets Opt 1 - History | $1,000.00 | $0.00 | $1,000.00 |
| Fixed Assets Std Master | $2,000.00 | $0.00 | $2,000.00 |
| Inventory Std Master | $2,400.00 | $0.00 | $2,400.00 |
| Purchase Orders - Standard | $1,800.00 | $0.00 | $1,800.00 |
| **TOTAL:** | | | **$7,200.00** |

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

**MUNIS Discount Detail**

| Description | License | License Discount | License Net | Maintenance Basis | Year One Maint Discount | Year One Maint Net |
|---|---|---|---|---|---|---|
| **Financials:** | | | | | | |

**MUNIS Discount Detail**

| Description | License | License Discount | License Net | Maintenance Basis | Year One Maint Discount | Year One Maint Net |
|---|---|---|---|---|---|---|
| Accounting/GL/BG/AP | $11,500.00 | $11,500.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Work Orders, Fleet & Facilities Management | $5,500.00 | $5,500.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **Payroll/HR:** | | | | | | |
| Payroll w/ESS | $16,100.00 | $16,100.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| HR Management | $7,700.00 | $7,700.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **Revenue:** | | | | | | |
| Tax Billing | $11,000.00 | $11,000.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Utility Billing CIS | $7,200.00 | $7,200.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Permits & Code Enforcement | $6,600.00 | $6,600.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Business License | $3,300.00 | $3,300.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Accounts Receivable | $3,850.00 | $3,850.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| General Billing | $1,650.00 | $1,650.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| UB Interface | $2,750.00 | $2,750.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| VA Motor Vehicle Decal | $1,650.00 | $1,650.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| VA Income Tax | $1,650.00 | $1,650.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Central Property File | $1,650.00 | $1,650.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **Productivity:** | | | | | | |
| Citizen Self Service | $3,850.00 | $3,850.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Munis Office | $2,750.00 | $2,750.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Role Tailored Dashboard | $2,750.00 | $2,750.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Tyler Forms Processing | $7,500.00 | $0.00 | $7,500.00 | $0.00 | $0.00 | $0.00 |
| Tyler Reporting Services | $4,500.00 | $4,500.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **TOTAL:** | **$103,450.00** | **$95,950.00** | **$7,500.00** | **$0.00** | **$0.00** | **$0.00** |

**Comments**

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the MUNIS Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Munis form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Permits library includes: 1 Building permit, 1 Trades permit, 1 Zoning permit and 1 certificate of occupancy/completion.

Business license library includes: 1 business license and 1 renewal application.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, and 1099 R.

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

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, Tyler reserves the right to adjust prices accordingly.

**Comments**

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

Utility billing library includes: 1 Utility bill, 1 UB receipt, 1 UB delinquent notice, 1 door hanger and 1 final utility bill.

The Tyler Software Product Tyler Forms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

# EXHIBIT B
## Invoicing and Payment Policy

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

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

1. License Fees. Tyler shall invoice Client $7,500 on the date when we make the applicable Tyler Software available to you for downloading ("Available Download Date"). Such sum equals 100% of the Tyler software license fees.

2. SaaS Fees. SaaS Fees for year one ($37,820) are invoiced quarterly in advance, beginning on November 1, 2015. Subsequent annual SaaS Fees are invoiced every three (3) months in advance, beginning on the anniversary of the initial invoice date.

3. Other Professional Services.

   3.1 *Project Planning Services*: Project planning services are invoiced upon delivery of the implementation planning document.

   3.2 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   3.3 *Training Services*: Training services are billed in half-day and full-day increments as delivered.

   3.4 *Data Conversion Services*: Data conversion services are invoiced 50% upon initial delivery of converted data, by conversion option, and 50% upon Client acceptance to load converted data into live environment, by conversion option.

   3.5 *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. 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.

   3.6 *Other Professional Services*: Other professional services (excluding training) are billed as delivered.

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

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. 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 mileage or miscellaneous items less than twenty-five dollars are not available.

**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.<br>420 Montgomery<br>San Francisco, CA 94104 |
| ABA: | 121000248 |
| Account: | 4124302472 |
| Beneficiary: | Tyler Technologies, Inc. – Operating |

# Exhibit B
# Schedule 1
# Business Travel Policy Summary

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 reservations far enough in advance to take full advantage of discount opportunities. 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 the 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 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 range from $46 to $71. A complete listing is available at: www.gsa.gov/perdiem.

A. Overnight Travel

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

Departure Day

| | |
|---|---|
| Depart before 12:00 noon | Lunch and dinner |
| Depart after 12:00 noon | Dinner Return Day |
| | |
| Return before 12:00 noon | Breakfast |
| Return between 12:00 noon & 7:00 p.m. | Breakfast and lunch |
| Return after 7:00* p.m. | Breakfast, lunch and dinner |

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

5. Entertainment

All entertainment expenses must have a business purpose; a business discussion must occur either before, after or during the event in order to qualify for reimbursement. The highest-ranking employee present at the meal must pay for and submit entertainment expenses. An employee who submits an entertainment expense for a meal or participates in a meal submitted by another employee cannot claim a per diem for that same meal.

6. 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.

Effective Date: April 1, 2012

# Exhibit C
# 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 the ("SaaS Agreement") between Tyler Technologies, Inc. ("Tyler") and the Town of Windsor ("the Client"). The SLA is effective as of the Effective Date of the SaaS Agreement.

This SLA outlines the information technology service levels that Tyler will provide to the 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 bug, error, malfunction, adverse data condition, or other performance interruption that causes the licensed software to fail to operate in conformance with Tyler's then-current published specifications, but that does not cause a complete application outage.

*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 work with the Client to resume normal operations.

Upon timely receipt of a Client's Downtime report, outlined above in Section III(a), 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:

**Client Relief Schedule**

| 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 |

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.

# EXHIBIT C
# SCHEDULE 1
# Support Call Process

**Tyler Technical Support Department for Munis®**

***Goal:*** *To provide an effective support mechanism that will ensure timely resolution to calls, resulting in high-level client satisfaction.*

**Contact Us**

Call Tyler's toll free number (800-772-2260) or log a support request online through the Tyler Client Portal available at Tyler's Support Web site (www.tylertech.com).

**Support Organization**

Tyler's Technical Support Department for its ERP/Schools Division (also referred to as "Munis") is divided into multiple teams: Financials; Payroll/HR/Pension; Tax/Other Revenue and Collections; Utility Billing and Collections; OS/DBA (Operating System and Database Administration); and TylerForms and Reporting Services.

These "product-specific" teams allow support staff to focus on a group of products or services. A group of specialists assigned to each team handle calls quickly and accurately.

Each team consists of a Munis Support Product Manager, Support Analysts, and Technical Support Specialists. The Support Product Manager is responsible for the day-to-day operations of the team and ensures we provide exceptional technical support to our clients. The Support Analysts are responsible for assisting the team with clients' issues, and provide on-going team training. Technical Support Specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner.

**Standard Support Hours**

| Applications | Hours |
|---|---|
| Financials | 8:00am-9:00pm EST Monday-Friday |
| Payroll/HR/Pension | 8:00am-9:00pm EST Monday-Friday |
| Tax/Other Revenue & Collections | 8:00am-6:00pm EST Monday-Friday |
| Utility Billing & Collections | 8:00am-8:00pm EST Monday-Friday |
| OS/DBA | 8:00am-9:00pm EST Monday-Friday |
| TylerForms, Reporting Services and TCM | 8:00am-9:00pm EST Monday-Friday |

**Focus on Incoming Rate**

When you call Technical Support, your call is answered by a Support Technician, or is transferred into the Support voice mail. *Our goal is to capture 75 percent of our daily incoming calls,* which means you will often start working with a Support Specialist immediately upon calling Tyler.

**Leaving Messages for Support**

When leaving a message on the Support voice mail, ensure the following information is contained within the message:

- your full name (first name, last name) and the site you are calling for/from;
- a phone number where you can be reached;
- the details of the issue or question you have (i.e.: program, • process, error message);
- the priority of the issue (1, 2, 3, or 4); and
- when you will be available for a return call (often Support will call back within an hour of receiving your message).

**Paging**

All client questions are important to us. There may be times when you are experiencing a priority 1 critical issue and all technicians for the requested team are on the line assisting clients. In this circumstance, it is appropriate to press "0" to be redirected to the operator. The operator will page the team you need to contact. We ask that you reserve this function for those times when Munis is down, or a mission critical application is down and you are not able to reach a technician immediately.

**Online Support**

Some questions can be handled effectively by email. Once registered as a user on Tyler's Support Web site at www.tylertech.com, you can ask questions or report issues to Support through "Customer Tools". Tyler's Client Portal (TCP) allows you to log an incident to Technical Support anytime from any Internet connection. All TCP account, incident, and survey data is available in real-time.

Your existing contact information defaults when you add a new Support incident. You will be asked for required information including Incident Description, Priority, Product Group, and Product Module. Unlimited work-note text is available for you to describe the question or problem in detail, plus you can attach files or screenshots that may be helpful to Support.

When a new incident is added, the incident number is presented on the screen, and you will receive an automated email response that includes the incident number. The new incident is routed to the appropriate Technical Support Team queue for response. They will review your incident, research the item, and respond via email according to the priority of the incident.

**Customer Relationship Management System**

Every call or email from you is logged into our Customer Relationship Management System and given a unique call number. This system tracks the history of each incident, including the person calling, time of the call, priority of the call, description of the problem, support recommendations, client feedback, and resolution. For registered users on Tyler's Support Web site (www.tylertech.com), a list of calls is available real-time under the Tyler Client Portal (TCP).

An open call number is also given to you once an initial contact has been made with Support and it has been determined that the issue can't be resolved during the initial call. The open call number lets you easily track and reference specific open issues with Support.

**Call Response Goals**

Support will use all reasonable efforts to address open calls as follows:

| Open Call Priority | Maximum number of days a support call is open | Support managers and analysts review open calls |
|---|---|---|
| 1 | Less than a day | Daily |
| 2 | 10 Days or less | Every other day |
| 3 | 30 Days or less | Weekly |
| 4 | 60 Days or less | Weekly |

**Call Priorities**

A call escalation system is in place where, each day, Support Analysts and Product Support Managers review open calls in their focus area to monitor progress.

Each call logged is given a priority (1, 2, 3, and 4) according to the client's needs/deadlines. The goal of this structure is to clearly understand the importance of the issue and assign the priority for closure. The client is responsible for setting the priority of the call. Tyler Support for Munis tracks responsiveness to priority 1, 2, and 3 calls each week. This measurement allows us to better evaluate overall client satisfaction.

**Priority 1 Call** — issue is critical to the client, the Munis application or process is down.
**Priority 2 Call** — issue is severe, but there is a work around the client can use.
**Priority 3 Call** — issue is a non-severe support call from the client.
**Priority 4 Call** — issue is non-critical for the client and they would like to work with Support as time permits.

**Following Up on Open Calls**

Some issues will not be resolved during the initial call with a Support Technician. If the call remains open, the technician will give you an open call number to reference, and will confirm the priority of the incident.

If you want to follow up on an open call, simply call the appropriate Support Team and reference the call number to the Technician who answers or leave this information in your message. Referencing the open call number allows anyone in support to quickly follow up on the issue. You can also update the incident through TCP on Tyler's Web site (www.tylertech.com) and add a note requesting follow-up.

**Escalating a Support Call**

If the situation to be addressed by your open call has changed and you need to have the call priority adjusted, please call the appropriate Support Team and ask to be connected to the assigned technician. If that technician is unavailable, another technician on the team may be able to assist you, or will transfer you to the Product Support Team Manager. If you feel you are not receiving the service you

need, please call the appropriate Product Manager and provide them with the open call number for which you need assistance. The Product Manager will follow up on your open issue and determine the necessary action to meet your needs.

**Technical Support Product Managers:**

**Financials, Payroll and Human Resources**

**Brian Gilman**
Support Product Manager – Purchasing
brian.gilman@tylertech.com (X4436)

**Evan Smith**
Support Product Manager – Budget and General Ledger
evan.smith@tylertech.com (X4621)

**Holly LaRou**
Support Product Manager – Equipment
holly.larou@tylertech.com (X4482)

**Tracy Silva**
Support Product Manager – Payroll
tracy.silva@tylertech.com (X4433)

**Ed Haggerty**
Support Product Manager – Human Resources
ed.haggerty@tylertech.com (X4464)

**Sonja Johnson**
Senior Support Product Manager
sonja.johnson@tylertech.com (X4157)

**Utility Billing and Revenue**

**Peggy Wintle**
Support Product Manager – Utility Billing
peggy.wintle@tylertech.com (X4567)

**Parker LaChance**
Support Product Manager – Revenue
parker.lachance@tylertech.com (X4257)

**Steven Jones**
Senior Support Product Manager
steven.jones@tylertech.com (X4255)

**Technology**

**Installation**
**Dean Wilber**
Installation Manager
dean.wilber@tylertech.com (X4730)

**OS/DBA Team**
**Ben King**
Senior Support Product Manager
ben.king@tylertech.com (X4867)

**TylerForms, Reporting Services & TCM**
**Michele Brown**
Support Product Manager
michele.brown@tylertech.com (X4381)

**State Reporting**

**Patience Stetson**
Product Supervisor – Payroll State Reporting
patience.stetson@tylertech.com (X4165)

**Ryan Blair**
Development Product Manager
ryan.blair@tylertech.com (X4579)

**CJ McCarron**
Vice President of Technical Support
cj.mccarron@tylertech.com (X4124)

*If you are unable to reach the Product Manager, please call CJ McCarron, Vice President of Technical Support at 800-772-2260, ext. 4124 (cj.mccarron@tylertech.com).*

**Resources**
A number of additional resources are available to you to provide a comprehensive and complete support experience.

- **Managed Internet Update (MIU):** Allows you to download and install critical and high priority fixes as soon as they become available.
- **Release Admin Console:** Allows you to monitor and track the availability of all development activity for a particular release directly from Munis.
- **KnowledgeBase:** A fully searchable depository of thousands of documents related to Munis processing, procedures, release info, helpful hints, etc.

**Remote Support Tool**
Some Support calls may require further analysis of your database or setup to diagnose a problem or to

assist you with a question. GoToAssist® shares your desktop via the Internet to provide you with virtual on-site support. The GoToAssist tool from Citrix (www.citrix.com) provides a highly secure connection with 128-bit, end-to-end AES encryption. Support is able to quickly connect to your desktop and view your site's setup, diagnose problems, or assist you with screen navigation.

At the end of each GoToAssist session, there is a quick survey you should complete so we have accurate and up-to-date feedback on your Support experiences. We review the survey data in order to continually improve our Support services.

**Email Registration**
Clients can go to our Web site and register for email "groups" based on specific Munis applications. We use these groups to inform clients of issues, and to distribute helpful technical tips and updated technical documentation. The survey information allows you to update your registration at any time, and you may unregister for one or more distribution lists at any time.

**Tyler Web site**
Once you have registered as a user on Tyler's Support Web site (www.tylertech.com), you have access to "Customer Tools" and other information such as online documentation, user forums, group training schedule/sign-up, and annual user conference updates/registration.

**Timely TCP Progress Updates**
Our technicians are committed to providing you timely updates on the progress of your open support incidents via the Tyler Client Portal. The frequency of these updates is determined by issue priority.

**Priority 1 Incidents** — Daily updates (only if phone contact is not possible)
**Priority 2 Incidents** — Weekly Updates
**Priority 3 Incidents** — Biweekly Updates
**Priority 4 Incidents** — Biweekly Updates

Updates will also be provided for any issue, regardless of priority, when action items have been completed or when there is pertinent information to share.

# Exhibit D
# DocOrigin End User License Agreement

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**Last Updated: [July 18 2013]**