

Introduced by _____ Council Bill No. R 251-13

A RESOLUTION

authorizing a Software License and Service and Maintenance Plan Agreement with Emphasys Software for treasury management software to be implemented as part of the Columbia Financial Enterprise Resource System (COFERS) project.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a Software License and Service and Maintenance Plan Agreement with Emphasys Software for treasury management software to be implemented as part of the Columbia Financial Enterprise Resource System (COFERS) project. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof.

ADOPTED this _____ day of _____, 2013.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor



EMPHASYS SOFTWARE LICENSE AND SERVICE AND MAINTENANCE PLAN AGREEMENT

This Emphasys Software License and Service and Maintenance Plan Agreement ("Agreement") is entered into effective the ____ day of _____, 2013 ("Effective Date") by and between Emphasys Software (parent co. of Sympro, Inc.) a Michigan corporation, with its principal place of business located at: 2200 Powell Street, Suite 370, Emeryville, CA 94608 ("Emphasys"), and The City of Columbia, a Missouri city with its principal place of business located at: 701 E Broadway, P.O. Box 6015, Columbia, MO 65205 ("Licensee"). Licensee and Emphasys are each individually referred herein as a "Party" and collectively as the "Parties."

RECITALS

- A. Emphasys designs, develops and licenses a proprietary computer software solution known as the SymPro Treasury Management Software. Emphasys also licenses a hosted, subscription based Cash Management Software Service.
- B. Licensee desires to obtain a nontransferable, non-exclusive limited right and license to use such software and related documentation and services for Licensee's own use only and Emphasys is willing to grant such a license on the terms and subject to the conditions of this Agreement.

THEREFORE, in consideration for the license fees and service fees to be paid by Licensee hereunder to Tyler as the prime contractor for this project, and in consideration for the Cash Management subscription fees, and the support and maintenance fees to be paid to Emphasys, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree:

1. Certain Definitions. As used in this Agreement, the following terms shall have the following definitions:

- A. "Annual Maintenance and Support Plan" or "Plan" shall mean the then current support services Licensee elects to purchase from Emphasys. The Annual Maintenance and Support Plan as of the Effective Date is summarized in the attached Exhibit B, which is incorporated herein by reference. Emphasys may change the support services it offers with a 60 day written notice to Licensee regarding changes that will be effective with the next Annual Support and Maintenance renewal date.
- B. "Authorized Users" shall mean Licensee and its employees, and any paid 3rd party consultants and no other persons or entities; the number of which is stated in the attached Exhibit A and which may be changed by amendment to the attached Exhibit A or authorized purchase order issued by Licensee and accepted by Emphasys.
- C. "Designated Equipment" shall mean the computers or a network file servers on which

Licensee uses the Software pursuant to this Agreement and which is more fully described in the attached Exhibit A.

- D. "Designated Site" shall mean the location at which the Designated Equipment and Licensed Products are located during the term of this Agreement as identified on Exhibit A to this Agreement or such other location as may be expressly approved in writing by Emphasys. Designated Site includes virtual access to the software through a virtual private network or other remote access to the Software.
- E. "Documentation" shall mean all user/operation manuals, Emphasys response to Licensee specifications as provided in Exhibit C attached hereto and other materials or information describing the Software, as hereinafter defined, its performance characteristics, technical features and other relevant information reasonably required for use of the Software, including all physical media upon which the materials or information are provided.
- F. "Licensed Products" shall mean the Software and the Documentation.
- G. "Software" shall mean that certain Emphasys proprietary computer software solution known as SymPro Treasury Management Software, in machine readable, object code form, as listed on Exhibit A, and any modules, bug fixes, modifications, enhancements and other Emphasys or third party software provided to and licensed hereunder by Emphasys to the Licensee during the Term.
- H. "Final Acceptance" means the successful execution of Licensee acceptance testing in accordance with Licensee specifications as provided in Exhibit C and other acceptance criteria as jointly agreed by both Parties. Final Acceptance shall occur within 90 days of initial onsite training and implementation days.

2. Software License.

A. License Grant.

- 1. Subject to the terms of this Agreement, Emphasys hereby grants to Licensee, and Licensee accepts, a limited, non-transferable and non-exclusive perpetual license to use the Licensed Products solely for Licensee's own use by the number of Authorized Users stated in the attached Exhibit A or such Authorized Users added during the Term. Licensee shall be permitted to make one copy of the Software for backup and archival purposes only. Each copy must reproduce all copyright and other proprietary notices. This license is revocable by Emphasys if Licensee fails to comply with the terms and conditions of this Agreement including without limitation, Licensee's failure to timely pay the Software fees in full. Upon Licensee's payment in full for licenses for the Emphasys Software Products, the licenses shall become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.
- 2. Subject to the terms of this Agreement, Emphasys hereby grants to Licensee, and Licensee accepts, a limited, non-transferable and non-exclusive annual license to use the Cash Management Software Service solely for Licensee's own use. This license is

conditioned upon Licensee's annual payment of the Cash Management subscription service fees.

B. Warranty of Ownership. Emphasys warrants to Licensee (and no other person or entity) that it is the author and owner or proper Licensee of the Licensed Products and the Cash Management Software Service and has the right to enter into this Agreement.

C. Emphasys Retains Title. Licensee acknowledges that Emphasys and its licensors retain title to the Licensed Products and the Cash Management Software Service, all copyrights, trade secrets and other intellectual property rights licensed to Licensee even if Licensee's suggestions are incorporated into subsequent versions of the Software or the Cash Management Software. The Licensed Products constitute a trade secret and are confidential to Emphasys.

D. No Ownership Rights. Other than the limited right of use of the Licensed Products and the Cash Management Software Service described in this Agreement, Licensee neither shall have nor shall it acquire any right, title or interest in or to any of the Licensed Products, the Cash Management Software Service, or in any intellectual or proprietary rights represented thereby.

E. License Restrictions. Licensee agrees that it will not modify, decompile, disassemble, translate or reverse engineer the Software or the Cash Management Software Service, in whole or in part. Except as expressly stated, this Agreement does not include any rights to sublicense, or otherwise transfer the Software or the Cash Management Software Service, Documentation, or other proprietary information of Emphasys. Licensed Products and the Cash Management Software Service shall not be used to process data except for Licensee's own use.

F. Licensee shall immediately notify Emphasys in writing of any actual or suspected breach of this Agreement, including, without limitation, its terms limiting use.

G. Audit. Upon 30 days prior written request, Emphasys may audit and examine such records at Licensee's offices during normal business hours, solely for the purpose of confirming the accuracy of all amounts due and paid hereunder, no more than once per calendar year. In the event that an audit reveals an overpayment by Licensee, Emphasys will refund Licensee for such overpaid amount. In the event that such audit reveals an underpayment by Licensee, Licensee agrees to pay Emphasys the amount of such underpayment within 30 days from Emphasys' written notice.

3. Delivery of Licensed Products. Software may be delivered to Licensee by CD or by remote telecommunications from Emphasys' place of business unless the Parties agree in writing to an alternative method of delivery. Emphasys is not responsible for installing the Software unless Emphasys is specifically contracted to perform installation and training services. Emphasys agrees to cooperate with Tyler Technologies, Inc. in developing, testing and implementing the required interfaces as defined in the Tyler Technologies, Inc. Statement of Work to ensure the interoperability between Software, the Cash Management Software Service, and the solution provided by Tyler Technologies, Inc.

4. Fees and Payment.

A. License Fees Payable To Tyler Technologies, Inc. Licensee shall pay the license fees for

the Licensed Products ("License Fees") and service fees to Tyler Technologies, Inc., per the master contract between Tyler Technologies, Inc. and Licensee.

- B. Cash Management Subscription Fees, Maintenance and Support Fees Payable to Emphasys. Licensee shall pay the maintenance and support fees for the Plan to Emphasys. Licensee shall pay Cash Management Subscription fees to Emphasys.
1. For the Emphasys Desktop and the Debt Management modules, the maintenance and support fees are sixteen thousand six hundred dollars (\$16,600.00) per year.
 2. For the Cash Management module, the Cash Management Subscription fee is eighteen thousand dollars (\$18,000.00) per year. In addition to the Cash Management Subscription fee, Licensee agrees to pay Emphasys a subscription fee for FT Interactive Data Securities Pricing Services for each time Licensee uses the pricing service. Emphasys shall bill Licensee at Emphasys' cost for Licensee's use of the pricing services.
 3. Emphasys shall not increase Maintenance and Support Fees or the Cash Management Subscription fee for the Emphasys Software Products more than three percent (3%) for the first annual renewal; three percent (3%) for the second annual renewal; three percent (3%) for the third annual renewal; three percent (3%) for the fourth annual renewal, five percent (5%) per year for each of the fifth, sixth, seventh, eighth, and ninth annual renewals.
 4. Payments. All payments (i) shall be made by bank check or Licensee's check, ACH payment, or wire transfer of immediately available funds and (ii) shall be due and payable to Emphasys (or Emphasys' assignee) in U.S. Dollars, at Emphasys' address as stated above, or such other places as Emphasys may from time to time designate in writing.. Licensee shall pay all applicable federal, state and local sales, use, excise, transportation, occupational or similar taxes or assessments, customs or duties; or Licensee shall provide its tax exempt certificate.

5. Warranty.

A. Emphasys warrants that: (i) Software and the Cash Management Software Service will perform in accordance with Emphasys' specifications stated in its Documentation including Emphasys response to Licensee specifications as provided in Exhibit C attached hereto for a period of one (1) year from the date of Final Acceptance of the Software and the Cash Management Software Service(exclusive of bug fixes, modifications or enhancements provided during the warranty period or under the Annual Maintenance and Support Plan); and, (ii) Services provided under the Plan will be performed in a professional and workmanlike manner and bug fixes, modifications, enhancements provided under the Plan will perform in accordance with Documentation. **EXCEPT FOR THE WARRANTIES STATED ABOVE, EMPHASYS AND ITS LICENSORS MAKE NO OTHER WARRANTIES, WRITTEN OR ORAL, WHETHER EXPRESS OR IMPLIED. EMPHASYS AND ITS LICENSORS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, TITLE AND NON-INFRINGEMENT.** *For warranty support, Licensee should contact: Technical Support at telephone number 510 655 0900.*

B. Licensed Products are of a complex nature resulting in operations that may be interrupted or errors that may be encountered. Emphasys sole obligation and Licensee's sole remedy under this warranty is for Emphasys, at its option, to provide such services, bug fixes or other modifications it deems appropriate, provide a functional equivalent or reperform services, if: (i) Emphasys receives proper notice of any claimed Software or Cash Management Software Service defect during the warranty period or a claim of defective services or Software under the Plan within 15 business days of the related occurrence. Proper notice includes copies of the data, reports and written procedures documenting the claim. And, (ii) the Licensee is otherwise in compliance with this Agreement and using the current version of the Software in accordance with the Documentation.

In the event that it is not commercially reasonable and technically feasible to perform either (A) or (B), then Emphasys may elect to (C) refund the Licensee (1) the unused portion of the Cash Management Subscription fees, if any, paid to Emphasys for the Software and discontinue Licensee's use of such Software, and/or (2) the portion of the license fee paid to Emphasys less a charge for use by Licensee based on straight line depreciation assuming a useful life of five (5) years, provided that Licensee has returned or destroyed and discontinued its use of such software.

C. Hardware Recommendation. Emphasys represents and warrants that it has completed a hardware analysis per exhibit A and has determined that the Designated Equipment proposed by Emphasys to Licensee for purchase is sufficient to provide adequate capacity to satisfy the current and projected requirements of Licensee's use of the Software and the Cash Management Software Service for a period of five (5) years. Emphasys has made a good faith effort in evaluating the transaction volumes, transaction densities, desired responsiveness, equipment requirements, and software constraints in determining the capacity of the Designated Equipment. In the event of future software releases, new products or offerings, Emphasys will advise Licensee of any additional required system resources (i.e. additional CPU, disk space, or memory requirements). If, as a result of any future software releases, the recommended configuration proposed by Emphasys is unable to satisfactorily meet the needs of Licensee, Emphasys will pay for any required upgrades to the hardware configuration.

D. Further Limitations. The limited warranties provided in this Section 5, as limited by other provisions of this Agreement, are non-transferable by Licensee except as set forth below and shall immediately become void in the event of any unauthorized use, modification or repair of the Licensed Products or any part thereof or upon breach by Licensee of any provision of this Agreement which remains uncured after notice and thirty (30) days opportunity to cure. Except as otherwise may be provided in any technical support and maintenance agreement between the parties, Licensee shall pay, at Emphasys' then current rates, for services performed by Emphasys to correct problems or defects not covered by warranty, including, without limitation, those traceable to Licensee's errors.

E. Should Licensee request Emphasys perform work or services that are not covered by warranty or the Plan or the Cash Management Software Service subscription, including work traceable to Licensee's errors (hereinafter "Special Work"), Emphasys shall notify Licensee in writing that the Special Work is not covered by the warranty or the Plan and shall provide Licensee with a written estimate of the costs associated with the Special Work. Upon Licensee's written notice to proceed with the Special Work, Licensee shall pay, at Emphasys' then current rates, for services performed by Emphasys for the Special Work. All such services will be provided to a specific proposal outlining the

scope of work, time and material rates and delivery schedules. The Agreement for the Special Work shall be authorized either by a written amendment to this Agreement or by a separate written agreement.

6. Indemnification.

A. Emphasys hereby agrees to indemnify Licensee against any damages finally awarded against Licensee in connection with a claim that the Licensed Products or Cash Management Software Service directly infringe a United States copyright or patent or other intellectual property rights, provided that: (i) Licensee notifies Emphasys in writing within 30 days of the claim; (ii) Emphasys shall have primary control and authority with respect to the defense, settlement or compromise of the claim(s), provided, however, Emphasys shall obtain Licensee's consent, prior to settling or compromising any claim in the event that Licensee is a named party in such action and the proposed settlement, compromise or resolution of such claim requires any payment from Licensee which will not be indemnified by Emphasys, or any action by Licensee including the cessation of use of the infringing Emphasys Software Product or Cash Management Software Service ; and (iii) Licensee provides Emphasys with the required assistance, information and authority. Emphasys shall have no liability for any claim of infringement arising from: (a) any unauthorized use, alteration or modification of the Software including use of the Software in conjunction with products not provided by Emphasys, except such Software identified in the Scope of Work attached to the master agreement between Tyler Technologies, Inc., and Licensee; or, (b) use of a superseded or altered release of the Software if the infringement would have been avoided by the use of a current unaltered release of the Licensed Products.

B. If the Licensed Products are held or are believed by Emphasys to infringe, Emphasys shall have the option, at its expense, to: (i) modify the Licensed Products and/or Cash Management Software Service to be non-infringing; or, (ii) obtain for Licensee a license to continue using the Licensed Products and/or the Cash Management Software Service. If it is not commercially reasonable to perform either of the above options, then Emphasys may terminate the license for the infringing Licensed Products and/or Cash Management Software Service, and refund License Fees, Cash Management Subscription fees, service fees and Annual Maintenance and Support Plan fees paid for the affected Licensed Products and/or Cash Management Software Service within the past 24 months from the date of the settlement. Licensee shall discontinue use of the Software and/or the Cash Management Software Service.

C. The provisions of this Section 6 state each party's entire obligation and liability with respect to the infringement of any property right based on the use of the Licensed Products and/or the Cash Management Software Service.

7. LIMITATION OF LIABILITY. To the extent a claim arises under warranty, the remedy stated in Section 5 applies. To the extent a claim arises under indemnification, the remedy stated in Section 6 applies. AS TO ALL OTHER CLAIMS, LICENSEE ACKNOWLEDGES THAT POTENTIAL DAMAGES IN ANY PROCEEDING WOULD BE DIFFICULT TO MEASURE WITH CERTAINTY AND THE PARTIES EXPRESSLY AGREE THAT AS A FAIR ASSESSMENT OF POTENTIAL DAMAGES, EMPHASYS AND ITS LICENSOR'S LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF FORM OF ACTION, PROCEEDING OR THEORY OF RECOVERY, SHALL NOT EXCEED 1.5 TIMES THE LICENSE AND SERVICE FEES PAID.

REGARDLESS OF THE FORM OF ACTION, PROCEEDING, OR THEORY OF RECOVERY, NEITHER EMPHASYS NOR ITS LICENSORS SHALL IN ANY MANNER BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES ASSESSED AGAINST OR PAID BY LICENSEE TO ANY THIRD PARTY, ARISING OUT OF THE USE, INABILITY TO USE, QUALITY OR PERFORMANCE OF THE LICENSED PRODUCTS PROVIDED, EVEN IF EMPHASYS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Term and Termination.

A. Term.

1. Term for Licensed Products License. This Agreement is for a perpetual license for the Licensed Products.
2. Term for the Plan. The term on the Plan (the "Plan Term") shall commence upon Final Acceptance of the Software by Licensee (the "Acceptance Date") and shall continue until the date that is one (1) year following the Acceptance Date. Thereafter, the Plan Term shall automatically be renewed for successive terms of one (1) year, unless the Plan Agreement is terminated pursuant to the provisions of this Agreement.
3. Term for the Cash Management Software Service Subscription. This Agreement is for a one year license for the Cash Management Software Service. Thereafter, the Agreement shall automatically be renewed for successive terms of one year, unless the Agreement or subscription service is terminated pursuant to the provisions of this Agreement.

B. Termination.

(i) Emphasys' Right of Termination. Emphasys may terminate this Agreement after thirty (30) days prior written notice for Licensee's failure to pay any amounts due.

(ii) Licensee's Right of Termination. Licensee may terminate this Agreement without cause upon sixty (60) days prior written notice prior to the anniversary date of this Agreement.

(iii) Either Party's Right to Termination. Either party may terminate this Agreement, (a) upon thirty (30) days' prior written notice for the other party's failure to cure any other material breach of this Agreement; (b) immediately upon: (I) termination or suspension of Licensee's business, (II) insolvency or filing of a voluntary or involuntary petition in bankruptcy, which petition is not dismissed within thirty (30) calendar days of filing, (III) appointment of a receiver, assignee or other liquidating officer for all or substantially all of the Licensee's assets or (IV) an assignment for the benefit of creditors.

- C. Termination of Maintenance and Support Plan. Either party may terminate the Plan upon sixty (60) days written notice before the anniversary date of the Plan Term.
- D. Termination of the Cash Management Software Service Subscription. Either Party may terminate the Cash Management Software Service Subscription upon sixty (60) days written notice before the anniversary date of the subscription.
- E. Termination of use of FT Interactive Data Service. Licensee may terminate its use of FT

Interactive Data Service with sixty (60) days written notice.

F. Effect of Termination. Except for termination of the Plan, the Cash Management Software Service Subscription or the use of FT Interactive Data Service, Licensee shall cease use of the Licensed Products upon termination of this Agreement and shall, upon Emphasys' written request, provide a written certification to Emphasys of removal of all copies of the Software from its system and destruction of all copies of Software and Documentation except that required for archival purposes. Termination of the Plan, the Cash Management Software Service Subscription or the use of FT Interactive Data Service shall not result in termination of this Agreement unless otherwise specified. Termination of this Agreement shall not relieve Licensee of its obligation to pay for any fees incurred prior to termination nor result in the refund of any fees paid prior to termination.

Upon termination or expiration of this Agreement, provided that Licensee has paid Emphasys all amounts due under this Agreement, performed all obligations required to be performed by Licensee, and is not in material breach of this Agreement, Emphasys shall promptly assist Licensee with the provision of all Licensee data to Licensee as a native database export in a standard excel format or other mutually acceptable format. Emphasys shall be paid all applicable charges for services rendered through final termination of this Agreement and shall be reimbursed its reasonable out-of-pocket costs and expenses incurred in providing such termination assistance.

9. General.

A. Injunctive Relief. Licensee's breach of any obligation under this Agreement regarding the use, duplication, modification, transfer or confidentiality of the Licensed Products shall entitle Emphasys to injunctive, specific performance or other equitable relief, all without need of bond or undertaking of any nature, Licensee specifically acknowledging that Emphasys' remedies at law under such circumstances would be inadequate.

B. Assignment. This Agreement shall not be assignable by either party and neither party may delegate its duties hereunder without the prior written consent of the other party. Any attempt by a party to assign any of its rights or delegate any of its duties hereunder without the prior written consent the other party shall be null and void and shall result in immediate termination of this Agreement under its terms and conditions. Notwithstanding the foregoing, either party may assign its rights or delegate its duties under this Agreement without written consent of the other party in the event that this Agreement is assigned to a successor, parent, or subsidiary of such party, or in the event of an acquisition, merger, or sale of the majority of the relevant assets or shares of either party.

C. Governing Law and Venue. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

D. Severability. If a provision is declared invalid, the remainder of the Agreement will continue in full force and effect. The offending provision shall be interpreted to whatever extent possible to give effect

to its stated intent.

E. Waiver. Failure to require performance of any provision or waiver of a breach of a provision does not waive a party's right to subsequently required full and proper performance of that provision.

F. Entire Agreement. This Agreement represents the entire agreement on this subject matter excluding all prior agreements, representations, statements, negotiations, and understandings and provisions in any Orders issued hereunder unless the parties consent in writing. This Agreement may be modified only by a written agreement signed by a party's authorized representative.

G. Conflict. Should any Exhibit conflict with this Agreement, the Agreement shall control.

H. Notices. All notices and demands hereunder shall be in writing and shall be served by personal service or by mail at the address of the receiving party stated below (or at such different address as may be designated by such party by written notice to the other party) and shall be deemed complete upon receipt.

I. Independent. Each party is acting as an independent contractor and not as an agent, partner, or joint venturer with the other party for any purpose.

J. Compliance with all Applicable Laws. At all times, the Parties will adhere to all applicable state, federal and local laws and regulations in the conduct of its business, installation and use of the Software and Cash Management Software Service, and maintain the proper insurances as are customary in the business. The Parties shall comply with all applicable export and import control laws and regulations in its use of the Software and, in particular, the Parties shall not export or re-export the Software without all required United States and foreign government licenses.

K. Force Majeure. Except for the payment of any amounts due, performance will be suspended for force majeure upon written notice and may be terminated if such event continues for more than thirty (30) days.

L. Survival. Sections 2(A), (C), (D) and (G), 6 through 7, inclusive, and 9 shall survive any termination or expiration of this Agreement.

M. Taxes. Emphasys recognizes that Licensee claims tax exempt status, and Licensee agrees to provide Emphasys with evidence of such tax exemption upon the request of Emphasys. To the extent that such tax exemption cannot be properly claimed or does not extend to certain taxes or transactions, Licensee shall be responsible for any and all sales taxes that arise from this Agreement and related transactions.

N. Employment of Unauthorized Aliens Prohibited

Emphasys agrees to comply with Missouri State Statute Section 285.530 in that Emphasys shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, Emphasys shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Emphasys shall also sign an affidavit affirming that it does not knowingly

employ any person who is an unauthorized alien in connection with the contracted services. Emphasys shall require each subcontractor to affirmatively state in its contract with Emphasys that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri. Emphasys shall also require each subcontractor to provide Emphasys with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

O. Nature of Licensee's Obligations. All obligations of the Licensee under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

P. Missouri Sunshine Law. Nothing in this agreement shall be construed to supersede, conflict with or otherwise defeat any provision of the Missouri Revised Statutes Chapter 610 Governmental Bodies and Records (Missouri Sunshine Law). If Licensee receives a Sunshine request pertaining to the Emphasys Software Products and/or User Guides, Licensee shall notify Emphasys within 20 days to allow Emphasys to take any action Emphasys deems appropriate or necessary to protect the Emphasys Software Products and/or User Guides.

Q. No Waiver of Immunities

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

R. DATA OWNERSHIP AND SECURITY.

1. Emphasys software and services shall at all times comply with the terms of this Agreement, the Exhibits, and as it pertains to this agreement, Good Financial Industry and Accounting Practices and auditing standards, and Applicable Laws. Emphasys shall require its subcontractors to at all times comply with the terms of this Agreement, Good Financial Industry and Accounting Practices and auditing standards, and Applicable Laws.

2. DUTY TO REPORT. Emphasys shall maintain the security of Licensee's content and data and that of Licensee's customers and any user that is stored in or in any way connected with Software Products, Cash Management Software Service, and applications. If either Party believes or suspects that security has been breached or data compromised whether it be from harmful code or otherwise, the Party shall notify the Other Party of the issue or possible security breach within forty-eight (48) hours.

3. BINDING SUBCONTRACTORS AND SUBSIDIARIES TO DATA SECURITY STANDARDS. Emphasys shall include similar provisions in Emphasys's agreements with subcontractors and subsidiaries that perform work or services related to these Software Products, the Cash Management Software Service, and or have access to the Licensee's Data contained therein or in any cloud storage.

4. NO HARMFUL CODE. Emphasys warrants that the Software Products and the Cash Management Software Service do not contain Harmful Code. For purposes of this Agreement, "Harmful Code" is any code containing any program, routine, or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any time bomb, virus, drop dead device, malicious

logic, worm, Trojan horse or trap or back door. Emphasys shall include in contracts with any subcontractor a provision which prohibits the use of Harmful Code.

5. DATA OWNERSHIP AND STORAGE. Emphasys covenants that any data from the Licensee, its employees or customers or derived therefrom shall be stored in the United States of America. The data or any information derived therefrom shall not be transferred, moved, or stored to or at any location outside the United States of America. All such data and any information derived therefrom shall be confidential and proprietary information belonging to either the Licensee or its customers or the users of the systems. Emphasys covenants that Emphasys, its subsidiaries or subcontractors shall not sell or give away any such Licensee data or information derived therefrom.

S. Contract Documents. This Agreement includes the following exhibits:

Exhibit A - Description of Designated Equipment, Site, Software and Licenses

Exhibit B - Annual Support and Maintenance Plan

Exhibit C - Functional Specifications

Exhibit D - Pages 1-29 of 2013 Agreement between Tyler Technologies, Inc., and the City of Columbia

All of the above referenced exhibits are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Emphasys Software,
a Michigan corporation

By: 

Name: Michael Byrne
Title: President and CEO

Address:
2200 Powell Street, Suite 370

Emeryville, California 94608
Tel. No. 510 655 0900
Fax: 510-655-4064

The City of Columbia
("Licensee")

By: _____
(Authorized Representative)

Print Name: Mike Matthes
Title: City Manager

Address:
701 E Broadway
P.O. Box 6015
Columbia, MO 65205
Tel. No. 573-874-7721
Fax: 573- 442-8828

Attest:

Sheela Amin, City Clerk

Approved as to Form:

Nancy Thompson, City Counselor

Exhibit A
to
EMPHASYS SOFTWARE LICENSE AND SERVICE AGREEMENT

By and Between
Emphasys, Inc. and The City of Columbia, Missouri, Licensee
Effective Date _____

1. **Designated Equipment:**

Workstations: Current generation workstation; 32 or 64 bit operating system; Windows operating systems (XP, Vista, 7); minimum 1 GB RAM; 1 GB of storage. **Networking:** Microsoft Windows Server (2005, 2008, 2008R2). **Hard drive storage:** Minimum 2GB for software and portfolio data, depending on size and type of portfolio(s); 2GB of RAM; **Licensee's Installation:** Installation is on a network server.

For equipment or operating systems not named in this section, contact Emphasys for compatibility information.

2. **Designated Site:**

City of Columbia, Missouri

3. **Software and Documentation:**

SymPro Treasury Management Software

Investment Portfolio Management

Emphasys Desktop (includes equity tracking)

Custodial Download (Import of transactions from Custodial Bank: UBS)

GL Module & Interface to Tyler

Multi-User License (3 Concurrent Users, Network)

Market Pricing Module*

Debt Management Software

Network license (3 Concurrent Users)

General Ledger Module & Interface to Tyler

Cash Management

Base Cash Management (SaaS)

Interface to 1 Bank for Balance Reporting

General Ledger Interface Module

Forecasting

Funds Transfer Module – ACH/Wires/Book – 1 Bank

Any other Software licensed during the Term as described in this Exhibit, any amendment hereto or any purchase order issued by Licensee and accepted by Emphasys.

4. **Authorized Users:** Network installation with concurrent access and support for 3 Authorized Users.
5. **License Fees:**

Licensee agrees to pay License Fees, and Service Fees as set forth in the Tyler Agreement with the City of Columbia.

Exhibit B
to
EMPHASYS SOFTWARE LICENSE AND SERVICE AGREEMENT

By and Between
Emphasys Software and The City of Columbia, Licensee
Effective Date _____

Annual Support and Maintenance Plan

The following SymPro Support and Maintenance Plan applies as of the date of Final Acceptance. Emphasys reserves the right to change this Plan at any time, with 60 days written notice. All changes will be posted at its website: www.sympro.com and will become effective as of the next Renewal Term. However, any Support and Maintenance Plan will include at least the following essential elements:

- Priority service from technical support and client service representatives
- Free SymPro version corrections and enhancements released in the license and service term
- Free shipment of Software and documentation
- Access to the SymPro Internet Site for Support (www.sympro.com)
- Unlimited telephone technical support in the following areas:

Loading and configuring of SymPro Software

Operational Questions, including standard SymPro reports

Data entry support for all debt and investment types supported within SymPro, including:

Debt

- Serial Bonds
- Term Bonds
- Discount Bonds
- Variable Rate Coupon
- Commercial Paper
- Commercial Paper Discount
- Medium Term Notes

Investments

- | | |
|---------------------------------------|---------------------------------|
| • Certificates of Deposits | • Rolling Repurchase Agreements |
| • Negotiable Certificates of Deposits | • GNMA, Pass Through |
| • Checking Accounts | • Bankers Acceptances |
| • Commercial Paper | • Corporate Bonds |
| • Commercial Paper Discount | • Medium Term Notes |

Common Stock

Preferred Stock

- United States Treasury Issues, Coupon & Discount
- Federal Agency Issues, Coupon & Discount

Tele-consultation is provided during normal business hours (6:30AM TO 5:00PM - Pacific Time), Monday through Friday for questions dealing with the operations of the Licensed Software on Designated Equipment. Support issues may be reported via voicemail (510-655-0900 Selection 2), fax (510-655-4064), or email (support@sympro.com), 24 hours a day. Answers to "Frequently Asked Questions" are available at www.sympro.com, 24 hours a day. The resolution of some issues may require that Licensee provide Emphasys with a copy of Licensee's data. Licensee agrees to provide Emphasys with a copy of their data for the purpose of resolving Licensee's issue and Emphasys agrees to maintain full confidentiality of any required data and will use it only for the resolution of the Licensee's issue.

Not Included: Consulting on issues concerning investment accounting matters, specific financial or investment

matters, research on investments not supported within the Licensed Software, or data entry for investments not supported in the Licensed Software system are not included.

Enhancement and Support Services Provided. During the warranty period set forth herein and for any extended period in which **Emphasys** is retained to provide **Licensee** with enhancement and support services with respect to the Software described in Exhibit A, said services shall consist of the following:

- A. Emphasys shall provide maintenance for the Software necessary to insure its operation in material conformance with all Documentation, all Contract Documents and all representations and warranties set forth herein.
- B. Emphasys shall provide Licensee with any revisions, updates and enhancements of the Software, together with related documentation, issues during the period in which enhancement and support services under this Agreement are furnished.
- C. Emphasys agrees that payment for the initial term of support services shall occur after Final Acceptance.

Emphasys agrees not to assign its enhancement and support services obligations as contemplated herein, without prior written authorization of Licensee, which will not be unreasonably withheld. Emphasys will not utilize contractors for any services provided herein without the express written authorization of Licensee.

City of Columbia, MO - Columbia Financial Enterprise Resource System
Cash Management

Replace this text with vendor name in the first module.	
Code	Availability Definition
Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
R	Functionality is provided through reports generated using proposed Reporting Tools.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor from the primary software vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, that may have an impact on future upgradability.
F	Functionality is provided through a future release that is to be available within 1 year of the proposal response.
N	Functionality is not provided.

4.7 - Cash Management

Objective: To effectively manage the City's cash.

Replace this text with the primary product name(s) which satisfy requirements.

Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
1	System Processes					
2	Ability to provide cash management functionality for managing cash account transactions including bank transfers.	H	T		SymPro Cash Management	
3	Ability to interface to the City's bank (i.e., Wells Fargo), attach information (accounts) to the transactions.	M	T		SymPro Cash Management	
4	Ability to initiate banking transactions (cash movement, ACH, wires, etc.).	H	T		SymPro Cash Management	
5	Ability to schedule banking transactions.	H	T		SymPro Cash Management	
6	Fund Accounting, Cash Management, Interest Distribution					
7	Ability to manage and forecast cash flow based on projections and historical trends.	H	T		SymPro Cash Management	
8	Ability to automate input of pre-determined target balances into the current day cash position.	M	T		SymPro Cash Management	
9	Ability to track and report on cash on an org level.	M	T		SymPro Cash Management	
10	Ability to track daily accumulated balances by fund and compute an average balance based on user defined dates.	M	T		SymPro Cash Management	
11	Ability to track the book float and project cash flow.	M	T		SymPro Cash Management	
12	Ability to track cash by Fund.	H	T		SymPro Cash Management	
13	Ability to track and manage ACH / Wire activity between accounts and provide related management and transaction reporting.	H	T		SymPro Cash Management	
14	Ability to automate daily bank polling for prior and current day bank transactions, float, and opening ledger/collected balances into daily cash position worksheet.	H	T		SymPro Cash Management	
15	Ability to obtain detailed/drilled down information of daily bank BAI data from summary level to specific transaction detail.	H	T		SymPro Cash Management	
16	Ability to automate input of control disbursements, ZBA, lockbox, and bank balances into current day cash position worksheet.	H	T		SymPro Cash Management	
17	Ability to automate posting of investment purchases, maturities, calls, sales and interest income into the current day cash position worksheet.	H	T		SymPro Cash Management	
18	Ability to automate (with manual override option) population of current day cash position with cash flow forecast detail data.	H	T		SymPro Cash Management	

Exhibit C

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

4.7 - Cash Management

Objective: To effectively manage the City's cash.

Replace this text with the primary product name(s) which satisfy requirements.

Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
19	Ability to prepare a daily cash flow analysis that is used to determine cash needs or amount of excess funds that can be invested. This includes the use of bank reports, estimated deposits, estimated outstanding warrants/checks to clear and known debits and credits.	H	T		SymPro Cash Management	
20	Ability to easily manipulate information to add information on the fly.	H	T		SymPro Cash Management	
21	Ability to track scheduled payments before they are sent out.	H	T		SymPro Cash Management	
22	Ability to track daily bank balances to estimate bank fees related to bank balance, repurchase agreement costs and interest income.	H	N		N/A	
23	Ability to track outstanding checks and warrants.	H	T		SymPro Cash Management	
24	Ability to set-up and track activity in zero balance accounts whose activities flows through to the associated general operating accounts.	M	T		SymPro Cash Management	
25	Cash Flow Forecasting					
26	Ability to customize user-defined inflow/outflow categories for the cash flow forecasting.	H	T		SymPro Cash Management	
27	Ability to automate investment interest payments generated from investment module directly into forecast.	M	T		SymPro Cash Management	
28	Ability to forecast cash.	H	T		SymPro Cash Management	
29	Ability to do cash flow forecasting on a daily basis	H	T		SymPro Cash Management	
30	Ability to automate calendar input for federal reserve holidays, bank holidays, and City holidays.	M	T		SymPro Cash Management	
31	Ability to forecast in annual summary format for 2 or 3 year projections.	M	T		SymPro Cash Management	
32	Ability to perform trend analysis for actual versus actual, and actual versus forecast.	M	T		SymPro Cash Management	
33	Ability to create Multi-year forecasts-Original, Dated Version Updates, Final.	M	T		SymPro Cash Management	
34	Ability to create Multiple forecasts-Original, Dated Version Updates, Final.	M	T		SymPro Cash Management	
35	Ability to forecast generation based on percentage increases, date specific, weekday specific, Saturday/Sunday avoidance dates, specific amount, annual specific amount smoothed daily, monthly or by percentage.	M	T		SymPro Cash Management	
36	Ability to automate investment maturities, calls, sales, purchases from investment module directly into forecast.	H	T		SymPro Cash Management	
37	Ability to create trend generation and forecast population based on previous years' historical data.	M	T		SymPro Cash Management	
38	Reporting					
39	Ability to view a Listing of Transactions affecting GL cash accounts (payroll, AP, cash receipts, etc.).	H	T		SymPro Cash Management	
40	Ability to provide a daily banking transaction log by bank account number.	H	T		SymPro Cash Management	
41	Ability to query up-to-date daily balance and have it match to credits at the bank.	M	T		SymPro Cash Management	

Priority

- High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

City of Columbia, MO - Columbia Financial Enterprise Resource System
Cash Management

4.7 - Cash Management

Objective: To effectively manage the City's cash.

Replace this text with the primary product name(s) which satisfy requirements.

Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
42	Ability to include actual data and forecast in annual reports(i.e.-In April, the annual summary report would be March YTD actual data plus April-December Forecast).	M	T		SymPro Cash Management	
43	Ability to create the following reports based on user defined dates:	-			N/A	
44	Fund Summary with Receipts/Disbursements	M	T		SymPro Cash Management	
45	General Ledger Account Distribution	M	T		SymPro Cash Management	
46	Ability to create a report of actual cash flows by fund or group of funds	M	T		SymPro Cash Management	
47	Ability to pull history of receipts/disbursements by month or other user-defined period.	M	T		SymPro Cash Management	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

City of Columbia, MO - Columbia Financial Enterprise Resource System
Debt Service Management

Replace this text with vendor name in the first module.	
Code	Availability Definition
Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
R	Functionality is provided through reports generated using proposed Reporting Tools.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor from the primary software vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, that may have an impact on future upgradability.
F	Functionality is provided through a future release that is to be available within 1 year of the proposal response.
N	Functionality is not provided.

4.11 - Debt Service Management

Objective: System to track, analyze, manage debt covenants and report on debt obligations of all types.

Replace this text with the primary product name(s) which satisfy requirements.

Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
1	Debt Instrument Set-Up					
2	Ability to track and manage the following related to the City's debt:	-			N/A	
3	Bond Issued amount	H	T		SymPro Debt	
4	Additions	H	T		SymPro Debt	
5	Reductions	H	T		SymPro Debt	
6	Payments made against the debt	H	T		SymPro Debt	
7	Principal / Year	H	T		SymPro Debt	
8	Remaining Original Issue Premium/Discount	H	T		SymPro Debt	
9	Interest / Year	H	T		SymPro Debt	
10	Multiple Accts (Cost of Issue, Escrow, Capitalized Interest, etc.)	H	T		SymPro Debt	
11	Gain/Loss on refinancing	H	N			
12	Track pledged property	H	T		SymPro Debt	
13	Co-signed agreements	H	T		SymPro Debt	
14	Lease purchase equipment	H	T		SymPro Debt	
15	Date debt is issued or reissued	H	T		SymPro Debt	
16	Debt refinancing information, including advance refunding	H	T		SymPro Debt	
17	Bond covenants	H	T		SymPro Debt	
18	Taxability status	H	T		SymPro Debt	
19	Amortization schedule	H	T		SymPro Debt	
20	Bond proceeds	H	T		SymPro Debt	
21	Effective interest rate	H	T		SymPro Debt	
22	Interest subsidies	H	T		SymPro Debt	
23	Ability to track by debt types:	-			N/A	
24	Individual Lease Agreements	H	T		SymPro Debt	
25	Master Lease Agreements and link to the individual leases	H	T		SymPro Debt	
26	General Obligation Bonds	H	T		SymPro Debt	
27	Revenue Bonds	H	T		SymPro Debt	
28	S.O. Debt	H	T		SymPro Debt	
29	Certificates of Participation	H	T		SymPro Debt	
30	TIF (Tax Increment Financing) Bonds	H	T		SymPro Debt	
31	Tax Anticipation Warrants	H	T		SymPro Debt	

Priority

- High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

City of Columbia, MO - Columbia Financial Enterprise Resource System
Debt Service Management

4.11 - Debt Service Management

Replace this text with the primary product name(s) which satisfy requirements.

Objective: System to track, analyze, manage debt covenants and report on debt obligations of all types.

Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
32	Contractual Obligations	H	T		SymPro Debt	
33	Reverse Repurchase Agreements	H	T		SymPro Debt	
34	Interest Rate Swaps	L	T		SymPro Debt	
35	Forward Contracts	L	N			
36	Debt Management					
37	Ability to analyze different financing options through analytics and "what-if" scenarios.	H	N		N/A	
38	Ability to track, initiate and record debt payments.	H	T		SymPro Debt	
39	Ability to track expenditure of accounts held by a trustee.	H	N		N/A	
40	Ability to track and report cash flows for arbitrage calculations.	H	T		SymPro Debt	
41	Ability to track and report on investment earnings per debt issuance	H	T		SymPro Investment System	
42	Ability to provide accruals on outstanding debt and interface to G/L system.	H	T		SymPro Debt	
43	Ability to provide amortization entries for original issue premium/discount based on user defined method.	H	T		SymPro Debt	
44	Ability to set target levels on debt.	H	N		N/A	
45	Debt Payment Scheduling					
46	Ability to automate debt payments generated from debt module directly into cash flow forecast.	M	T		SymPro Debt & SymPro Cash Management	
47	Ability to initiate payments to the paying agent/trustee.	H	T		SymPro Debt	
48	Interface / Integration					
49	Ability to integrate debt service functionality with the bank reconciliation process.	H	T		SymPro Debt	
50	Ability to integrate to the G/L module for debt management.	H	T		SymPro Debt	
51	Ability to integrate to the Cash Management module for debt management.	H	T		SymPro Debt	
52	Ability to integrate to the AP module for non-scheduled payments.	H	T		SymPro Debt	
53	Ability to integrate with the Budget module for 5-year forecasting.	M	T		SymPro Debt	
54	Ability to integrate with the Budget module for annual budget purposes.	H	T		SymPro Debt	
55	Reporting					
56	Ability to create debt amortization detail schedules on a detail and summary basis.	H	T		SymPro Debt	
57	Ability to create amortization schedules for gains and losses on refinancing, premiums, and discounts.	H	T		SymPro Debt	
58	Ability to report on individual debt types.	H	T		SymPro Debt	
59	Ability to create/summarize debt schedules based on user defined criteria (GASB 34).	H	T		SymPro Debt	
60	Ability to generate reports listing all entries by date range and include actual and accrual information.	H	T		SymPro Debt	
61	Ability to report debt levels in comparison to targets.	H	N		SymPro Debt	
62	Ability to breakout and report on the current (and long term) portion of debt, on an accrual basis.	H	T		SymPro Debt	
63	Ability to report accrued interest, for a specific period.	H	T		SymPro Debt	
64	Ability to track and provide reports to monitor variable rate debt with varying terms and maturity dates.	M	T		SymPro Debt	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

4.11 - Debt Service Management

Replace this text with the primary product name(s) which satisfy requirements.

Objective: System to track, analyze, manage debt covenants and report on debt obligations of all types.

Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
65	Ability to report on debt service requirements by user-defined time periods (quarter, month, fiscal year, etc.)	H	T		SymPro Debt	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

City of Columbia, MO - Columbia Financial Enterprise Resource System
Investment Management

Replace this text with vendor name in the first module.

Code	Availability Definition
Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
R	Functionality is provided through reports generated using proposed Reporting Tools.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor from the primary software vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, that may have an impact on future upgradability.
F	Functionality is provided through a future release that is to be available within 1 year of the proposal response.
N	Functionality is not provided.

4.23 - Investment Management

Replace this text with the primary product name(s) which satisfy requirements.

Objective: To manage and account for City investments in an efficient, effective, accurate and timely manner.

Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
1	System Requirements					
2	Ability to track pooled investments.	H	T		Emphasys Desktop	
3	Ability to provide reconciliation of monthly custodian report to par, market, cost and interest income.	H	T		Emphasys Desktop	
4	Ability to maintain a database of negotiable instruments held for safekeeping.	H	T		Emphasys Desktop	
5	Ability to manage agreements and track letters of credit, performance bonds and cash deposits.	L	N		N/A	
6	Ability to flag performance bonds and cash deposits to indicate debt offset.	L	N		N/A	
7	Ability to associate delivery/payment relationship.	H	N		N/A	
8	Ability to tie 'letter of credit' system to accounts payable for cash deposit release.	L	N		N/A	
9	Ability to itemize investment activity in the general ledger.	H	T		Emphasys Desktop	
10	Ability to integrate Investment Management activities into general ledger directly.	M	T		Emphasys Desktop	
11	Ability to record, project, reconcile, report and record amortization and accretion on a monthly basis.	H	T		Emphasys Desktop	
12	Ability to perform interest income projections based on user specifications.	H	T		Emphasys Desktop	
13	Ability to provide detailed projected yield and maturity analysis tools:	-			N/A	
14	Based on current	H	T		Emphasys Desktop	
15	Based on "what if"	H	T		Emphasys Desktop	
16	Ability to track:	-			N/A	
17	U.S. Treasury Bills	H	T		Emphasys Desktop	
18	U.S. Treasury Notes	H	T		Emphasys Desktop	
19	U.S. Treasury Strips	H	T		Emphasys Desktop	
20	Repurchase Agreements	H	T		Emphasys Desktop	
21	Commercial Paper	H	T		Emphasys Desktop	
22	Bankers Acceptances	H	T		Emphasys Desktop	
23	Agency Discount Notes	H	T		Emphasys Desktop	
24	Agency Bonds - Bullets	M	T		Emphasys Desktop	
25	Agency Bonds - Callables	H	T		Emphasys Desktop	
26	Reverse Repurchase Agreements	L	T		Emphasys Desktop	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

4.23 - Investment Management

Replace this text with the primary product name(s) which satisfy requirements.

Objective: To manage and account for City investments in an efficient, effective, accurate and timely manner.

Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
27	Certificates of Deposit	H	T		Emphasys Desktop	
28	Collateral	H	T		Emphasys Desktop	
29	Local Government Investment Pool (LGIP)	H	T		Emphasys Desktop	
30	Municipal Bonds	H	T		Emphasys Desktop	
31	Corporate Bonds	H	T		Emphasys Desktop	
32	Common and Preferred Stock	H	T		Emphasys Desktop	
33	Mortgage Backed Securities	H	T		Emphasys Desktop	
34	Ability to maintain the following information for each investment:	-			N/A	
35	Par Value	H	T		Emphasys Desktop	
36	Security Type	H	T		Emphasys Desktop	
37	CUSIP	H	T		Emphasys Desktop	
38	Purchased Interest	H	T		Emphasys Desktop	
39	Premium/Discount	H	T		Emphasys Desktop	
40	Purchase Date	H	T		Emphasys Desktop	
41	Settlement Date	H	T		Emphasys Desktop	
42	Issue Date	H	T		Emphasys Desktop	
43	Purchase Price	H	T		Emphasys Desktop	
44	Sale Price	H	T		Emphasys Desktop	
45	Custodian / Holder	L	T		Emphasys Desktop	
46	Broker/dealer	M	T		Emphasys Desktop	
47	Market Price	H	T		Emphasys Desktop	
48	Book Value	H	T		Emphasys Desktop	
49	Market Value	H	T		Emphasys Desktop	
50	Interest Rate	H	T		Emphasys Desktop	
51	Yield	H	T		Emphasys Desktop	
52	Maturity Date	H	T		Emphasys Desktop	
53	Short/Long First/Last Coupon	H	T		Emphasys Desktop	
54	Next Interest Payment Date	H	T		Emphasys Desktop	
55	Last Interest Payment Date	H	T		Emphasys Desktop	
56	Call Date(s)	H	T		Emphasys Desktop	
57	Call Price	H	T		Emphasys Desktop	
58	Gain/Loss Detail	H	T		Emphasys Desktop	
59	Entry Audit Log	M	T		Emphasys Desktop	
60	Amortization of premiums and discounts	H	T		Emphasys Desktop	
61	Credit Ratings and Source of Rating	H	T		Emphasys Desktop	
62	Number of Shares and changes in shares	H	T		Emphasys Desktop	
63	Interest payment amounts	H	T		Emphasys Desktop	
64	Interest/Dividend income	H	T		Emphasys Desktop	
65	Ability to assign and track an investment that is associated with one or more funds.	H	T		Emphasys Desktop	
66	Ability to target investment earnings to another fund.	M	T		Emphasys Desktop	
67	Ability to set up a fund as non-interest bearing.	H	T		Emphasys Desktop	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

City of Columbia, MO - Columbia Financial Enterprise Resource System
Investment Management

4.23 - Investment Management

Replace this text with the primary product name(s) which satisfy requirements.

Objective: To manage and account for City investments in an efficient, effective, accurate and timely manner.

Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
68	Ability to record an estimated interest rate for pooled investments for the month.	L	T		Emphasys Desktop	
69	Ability to allocate investment earnings, including negative interest, based on average daily cash balances calculated from user defined to/from dates.	H	T		Emphasys Desktop	
70	Ability to allocate unrealized gain/losses resulting from fair valuation of pooled investments based on average balances calculated from user defined to/from dates.	H	T		Emphasys Desktop	
71	Ability to track interest receivable by fund/org.	H	T		Emphasys Desktop	
72	Ability to track FMV balances on a fund/org level.	H	T		Emphasys Desktop	
73	Ability to track historical cash flow activity.	H	T		Emphasys Desktop	
74	Ability to auto post interest distribution to the G/L module based on full accrual.	M	T		Emphasys Desktop	
75	Ability to auto post FMV adjustment to the G/L module.	M	T		Emphasys Desktop	
76	Ability to automatically record interest receivable and revenue to the General Ledger for all investments including the estimated pool investment interest monthly.	H	T		Emphasys Desktop	
77	Ability to reconcile the estimated versus actual interest income for pooled investments and automatically generate and record the appropriate journal into the General Ledger monthly.	M	T		Emphasys Desktop	
78	Ability to determine and track interest income that considers situations in which portions of a pooled investment have been drawn down or added to the pool during the investment period such that the original, deposits and withdrawals activity can be tracked separately.	H	T		Emphasys Desktop	
79	Ability to post journal entries in current month to the portfolio.	H	T		Emphasys Desktop	
80	Ability to record investment complete sales.	H	T		Emphasys Desktop	
81	Ability to record investment partial sales.	H	T		Emphasys Desktop	
82	Ability to record investment interest earned by individual investment.	H	T		Emphasys Desktop	
83	Ability to record investment gain/loss (both realized and unrealized).	H	T		Emphasys Desktop	
84	Ability to record investment interest receivable.	H	T		Emphasys Desktop	
85	Ability to record rate changes.	H	T		Emphasys Desktop	
86	Ability to track a pool of collateral for sweep repurchase agreements and CD's.	H	T		Emphasys Desktop	
87	Ability to adjust investments to market (FMV).	H	T		Emphasys Desktop	
88	Ability to record investment calls and partial calls.	H	T		Emphasys Desktop	
89	Ability to generate and update required tables (Bank, Broker, Custodian, Security Types, etc.).	M	T		Emphasys Desktop	
90	Ability to manage multiple portfolios.	H	T		Emphasys Desktop	
91	Ability to auto-generate the security ID No.	L	T		Emphasys Desktop	
92	Ability to create user defined portfolios.	H	T		Emphasys Desktop	
93	Ability to calculate amortization/accretion utilizing a user defined method (i.e., straight line, constant yield, etc.).	H	T		Emphasys Desktop	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

4.23 - Investment Management

Replace this text with the primary product name(s) which satisfy requirements.

Objective: To manage and account for City investments in an efficient, effective, accurate and timely manner.

Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
94	Ability to project interest payment dates, maturities and calls.	H	T		Emphasys Desktop	
95	Ability to calculate multiple yields (e.g. yields based on industry standards).	H	T		Emphasys Desktop	
96	Ability to perform and print investment compliance review (comparing the portfolio to the policy) based on user-defined parameters.	H	T		Emphasys Desktop	
97	Ability to produce an investment ledger which contains a history of each investment.	M	T		Emphasys Desktop	
98	Ability to abide by the State of Missouri's investment laws for governments	H	T		Emphasys Desktop	
99	Ability to add comments on yields	L	T		Emphasys Desktop	
100	Ability to interface with Bloomberg Investment Software	M	N		N/A	
101	Reporting					
102	Ability to create the following reports based on user defined dates:	-			N/A	
103	Interest Apportionment	M	T		Emphasys Desktop	
104	Ability to generate a report on duration of securities or securities category.	H	T		Emphasys Desktop	
105	Ability to generate a report on weighted average maturity of securities or securities category.	H	T		Emphasys Desktop	
106	Ability to generate a report on modified duration of securities or securities category.	H	T		Emphasys Desktop	
107	Ability to generate a report to compare the investment return vs. user defined benchmarks.	H	T		Emphasys Desktop	
108	Ability to report and graph portfolio statistics (investment allocation, historical yields, etc.).	H	T		Emphasys Desktop	
109	Ability to graph a yield comparison line.	H	T		Emphasys Desktop	
110	Ability to generate historical reports.	H	T		Emphasys Desktop	
111	Ability to generate a Monthly Investment Report that includes the following:	-			N/A	
112	Individual investments within a particular portfolio including Book Value, Market Value, Maturity Date, Cusip, Description, Settlement date	H	T		Emphasys Desktop	
113	Listing of investments by fund type (Book Value)	H	T		Emphasys Desktop	
114	Listing of investments by broker/dealer (Par Value)	H	T		Emphasys Desktop	
115	Comparison of current month, previous month and current month previous year's rate comparing LGIP to the overall City investment portfolio rate.	L	T		Emphasys Desktop	
116	Comparison of Fed rates (3-month, 6-month, 1 year, 3 year, 5 year) for the current month and same month prior year to the overall City investment portfolio performance for that month	L	T		Emphasys Desktop	
117	Comparison of Portfolio size with increase/decrease amount as compared to same month in the previous year	L	T		Emphasys Desktop	

Priority
H - High | M - Medium | L - Low

Availability
Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

City of Columbia, MO - Columbia Financial Enterprise Resource System
Investment Management

1.23 - Investment Management			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To manage and account for City investments in an efficient, effective, accurate and timely manner.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
118	Interest income for current month (bonds, all else), YTD (bonds, all else) and prior year month and YTD (bonds, all else)	H	T		Emphasys Desktop	
119	Ability to generate GASB disclosures.	H	T		Emphasys Desktop	
120	Ability to generate the following reports:	-			N/A	
121	Bond Calls Report	H	T		Emphasys Desktop	
122	Investment Inventory by Type	H	T		Emphasys Desktop	
123	Investment Inventory by Portfolio	H	T		Emphasys Desktop	
124	Investment Inventory by Maturity Date	H	T		Emphasys Desktop	
125	Purchases Report	H	T		Emphasys Desktop	
126	Sales Report	H	T		Emphasys Desktop	
127	Ability to perform a Maturity Analysis for the following scenarios:	-			N/A	
128	To stated Maturity	H	T		Emphasys Desktop	
129	To first call date	H	T		Emphasys Desktop	
130	Weighted Average Maturity	H	T		Emphasys Desktop	
131	To final call date	H	T		Emphasys Desktop	

AGREEMENT

This agreement ("Agreement") is made this 19th day of November 2013 ("Effective Date") by and between **Tyler Technologies, Inc.**, a Delaware corporation with offices at 1 Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the **City of Columbia**, a Missouri municipal corporation, with offices at 701 E Broadway, 5th Floor, Columbia, Missouri 65201 ("Client"). Client and Tyler are each individually referred to herein as a "Party" and collectively as the "Parties".

In consideration of the mutual covenants and promises set forth herein, Tyler and Client agree that Tyler shall provide products and services, and Client shall pay prices, as set forth in this Agreement. Tyler shall provide to Client the products, software and services set forth in the Investment Summary which is attached as Exhibit 1 and as further described in the Statement of Work outlined in Exhibit 6, and including the interfaces or data exchanges contained therein.

SECTION A – SOFTWARE LICENSE AGREEMENT

1. License Grant.

- a) Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary") and related interfaces identified in the Statement of Work contained in Exhibit 6 and incorporated herein by reference (collectively, the "Tyler Software Products") and Tyler user guides provided in or with the Tyler Software Products ("User Guides") for Client's business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Software fees in full. Upon Client's payment in full for the Tyler Software Products, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.
- b) Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and User Guides.
- c) The Tyler Software Products are not licensed to perform functions or processing for any entity or organization other than the City of Columbia.
- d) The right to transfer the Tyler Software Products to a different environment is included in this Agreement. The Tyler Operating System and Database Administration Support Service (hereinafter, "OSDBA") fee includes remote system transfer service once every two (2) years to migrate the production system to a different environment. Client acknowledges that Tyler's obligation to provide maintenance services on, and the warranty for, the Tyler Software Products is dependent on Client's use of the Tyler Software Products in an environment supported by Tyler.
- e) Client acknowledges and agrees that the Tyler Software Products and User Guides are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Tyler acknowledges that Client is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law. If Client receives a Sunshine request pertaining to the Tyler Software Products and/or User Guides, Client shall notify Tyler to allow Tyler to take any action Tyler deems appropriate or necessary to protect the Tyler Software Products and/or User Guides.
- f) Except as provided within the Statement of Work, the Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.
- g) Client may make copies of the Tyler Software Products for archive and backup purposes only. Client shall repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Tyler User Guides for internal use only.

h) Tyler maintains an escrow agreement with an escrow services company under which Tyler places the source code of each major release of the Tyler Software Products. The Escrow Agreement is attached as Exhibit 8. At Client's request, Tyler shall add Client as a beneficiary to such escrow agreement. Client will pay the annual beneficiary fees directly to the escrow services company and Tyler shall maintain Client's status as a beneficiary so long as Client is current in the payment of the annual beneficiary fees. Tyler shall notify Client if Tyler's escrow agreement with Iron Mountain Intellectual Property Management, Inc. is terminated.

2. License Fees. Client agrees to pay Tyler, and Tyler agrees to accept from Client as payment in full for the license granted herein, the Software fees set forth in the Investment Summary.

3. Limited Warranty. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler User Guides and the Functional Specifications set forth in Exhibit 5 ("Functional Specifications"). In the event of conflict between the then-current Tyler User Guides and the Functional Specifications, then for a period of five (5) years from the Effective Date the Functional Specifications shall control, thereafter the then-current Tyler User Guides shall control. Tyler agrees that the warranted functionality shall not be removed in future releases of the Tyler Software Products, except in connection with compliance with state or federal mandates, however, Tyler may in such future releases, provide the functionality by a different method, manner, process, or way. A Tyler Software Product is "Defective" if it contains a Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler's then-current support call process (Tyler's current support call processes are set forth in the documents attached hereto as Exhibit 2 (a) and Exhibit 2 (b)). Should Tyler be unable to cure the Defect or provide a replacement product, Client will be entitled to a refund of the Software fee paid for the Defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing two (2) years from the earlier of 1) the date set forth in the mutually developed Statement of Work for the first productive use of all Tyler Software Products using actual Client Data ("Live Production") of the applicable Tyler Software Product, unless Live Production is delayed by Tyler's failure to perform, in which event the date for Live Production will be postponed the corresponding number of days, or; 2) the first day of Live Production of all applicable Tyler Software Products, which will be Client's sole remedy should Tyler be unable to cure the Defect or provide a replacement product.

4. Intellectual Property Infringement Indemnification.

a) Tyler's Obligations. To the fullest extent not prohibited by law, Tyler shall indemnify and hold harmless Client, its directors, officers, agents and employees from and against all claims, damages, losses, and expenses (including but not limited to reasonable attorney's fees) arising by reason of any and all claims that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing. Tyler's liability for damages and expenses arising out of an intellectual property infringement claim, whether based on a theory of contract or tort, including negligence and strict liability shall not be limited to the amount of Software fees set forth in the Investment Summary and paid by Client.

b) Client's Obligations. Tyler obligations in this section are contingent on the Client performing all of the following in connection with any claim as described herein:

- i. Promptly notifies Tyler in writing of any such claim; and
- ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and
- iii. Should the claims involve all of Tyler's customers, Client consents to Tyler's primary control and authority with respect to the defense, settlement or compromise of the claim(s), provided, however, Tyler shall obtain Client's consent, prior to settling or compromising any claim in the event that Client is a named party in such action and the proposed settlement, compromise or resolution of such claim

requires any payment from Client which will not be indemnified by Tyler, or any action by Client including the cessation of use of the infringing Tyler Software Product.

c) Exceptions to Tyler's Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:

- i. Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the current version of the Tyler Software Product;
- ii. Client's combining the Tyler Software Product with devices or products not provided by Tyler, except those devices or products identified in the Statement of Work;
- iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim. This exception shall not apply to those applications, business environments or processes identified by Client in the Statement of Work;
- iv. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product which are not identified in the Statement of Work, and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;
- v. Use of the Tyler Software Product by any person or entity other than Client or Client's employees, Client's volunteers, or Client's court designated providers and contractors; or
- vi. Client's willful infringement, including Client's continued use of a Tyler Software Product after a court of competent jurisdiction issues an injunction prohibiting Client's use of such Tyler Software Product.

d) Remedy.

i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by Client is enjoined, Tyler will, at its election and at its sole expense:

- (a) Procure for Client the right to continue using the infringing Tyler Software Product;
 - (b) Modify or replace the infringing Tyler Software Product so that it becomes non-infringing;
- or

(c) Terminate Client's license for the infringing Tyler Software Product and refund to Client as follows: If the claim for infringement occurs within two (2) years from the earlier of 1) the date set forth in the mutually developed Statement of Work for Live Production of the applicable Tyler Software Product, unless Live Production is delayed by Tyler's failure to perform, in which event the date for Live Production will be postponed the corresponding number of days, or; 2) the first day of Live Production of the applicable Tyler Software Product, then Tyler will refund to Client all software, professional services fees, and maintenance fees paid by Client. If the claim for infringement occurs thereafter, then Tyler will refund to Client the Software fee paid for the infringing Tyler Software Product as depreciated on a straight-line basis over a seven(7) year period commencing two (2) years from the earlier of 1) the date set forth in the mutually developed Statement of Work for Live Production of the applicable Tyler Software Product, unless Live Production is delayed by Tyler's failure to perform, in which event the date for Live Production will be postponed the corresponding number of days, or; 2) the first day of Live Production of the applicable Tyler Software Product.

5. Limitation of Liability. Except for Tyler's indemnification obligations under this Agreement, Tyler shall not be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products. Except as otherwise expressly set forth in this Software License Agreement, Tyler's liability for damages and expenses arising out of this Software License Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to two (2) times the total fees set forth in the Investment Summary and paid by Client. Such License fees reflect and are set in reliance upon this limitation of liability.

6. Successor Software. As long as Client maintains a continuous Maintenance Agreement with Tyler for each of the Tyler Software Products and (i) in the event a Tyler Software Product is no longer supported, and (ii) Tyler makes available successor software products (e.g., software products based on a new technical architecture) ("Successor Products") with substantially similar price, features, and functionality to the Tyler Software Product within seven (7) years from Phase V Final Acceptance, then Client, at its sole discretion, may transfer the Tyler Software Product to the Successor Products, for no additional license fees. In the event Client elects to transfer the Tyler Software Products to the Successor Products, Client shall return to Tyler the Tyler Software Products and pay the then-current maintenance fees for the Successor Products, fees for services, and fees for third party hardware and software associated with the transfer to the Successor Products Tyler's then current rate(s). There shall be no additional fees for the purchase of the licenses to the Successor Products.

SECTION B – PROFESSIONAL SERVICES AGREEMENT

1. Services. Tyler shall provide the services set forth in the Investment Summary at Client's election, including Consulting, Training, Conversion, and other miscellaneous Services.

2. Professional Services Fees.

- a) Notwithstanding specific prices to the contrary set forth in the Investment Summary, all Consulting and Training services will be invoiced in half-day and full-day increments.
- b) Expenses will be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts will be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee will be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available.

3. Additional Services.

- a) Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then-current rates. Tyler will hold the rates set forth in the Investment Summary in place for sixty (60) months from the Effective Date.
- b) Programming and/or interface quotes are estimates based on Tyler's understanding of the specifications supplied by Client. In the event Client requires additional work performed above the specifications provided, Tyler will submit to Client an amendment containing an estimate of the charges for the additional work. Client will have sixty (60) calendar days from the date the estimate is provided to approve the amendment.

4. Limitation of Liability. Except for Liquidated Damages, in no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of the services or the use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability will be limited to two (2) times the total fees set forth in the Investment Summary and paid by Client. Such fees reflect and are set in reliance upon this limitation of liability.

5. Cancellation. 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 canceled services if Tyler is unable to re-assign its personnel. Notwithstanding the foregoing, Client shall not be liable to Tyler if the cancellation is due to Tyler's action or inaction.

6. Services Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner,

consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at Tyler's sole expense.

7. Personnel. Tyler shall at all times utilize qualified personnel in providing Services to Client. Tyler shall provide Client with the resumes of the members of the Tyler team assigned to Client's project at least two weeks in advance of their start date on the project. In the event Tyler personnel provide services that do not conform to the warranties herein or are otherwise deemed unacceptable to Client, Tyler will be given an opportunity to correct the deficiency. In the event the deficiency persists, the Client may require the removal of personnel in question, however, both Parties shall work towards a mutually agreeable remedy in the event of a change in Project Manager or other personnel, including the effect upon the timelines and milestones set forth in the Statement of Work, the Project Plan, and in any of the Data Exchange Schedules adopted by the Parties pursuant to Section F, and the Project Manager's participation level. Tyler shall perform the services contemplated herein without unreasonably interfering with the activities of the Client's staff or visitors.

8. Client Property. All persons working for or on behalf of Tyler whose duties bring them upon the Client's premises shall obey the rules and regulations that are established by the Client and shall comply with the reasonable directions of the Client.

9. Hardware Recommendations. Tyler's recommended system configuration and hardware compatibility information for Client's initial installation, planned hardware upgrades and replacements is contained within the Statement of Work, which the City is relying upon given Tyler's experience with similar client situations. By doing so, Tyler warrants that the recommended hardware configuration is sufficient to operate the Tyler Software Products and System Software. In the event the recommended hardware configuration is not sufficient to operate the Tyler Software Products and System Software due solely to factors within Tyler's control, Client may, at its election, invoke the termination for cause provision in Section G (15) (a) or require Tyler to provide the necessary products and services at no cost to Client in order to achieve such operation.

10. Project Plan and Acceptance. Tyler will develop a detailed project plan that details both Tyler's and Client's responsibilities as indicated in the Statement of Work ("Project Plan"). The Project Plan should be in sufficient detail to specify the installation, conversion, training, testing, acceptance, and live operation activities. Both Tyler and Client agree that a mutually agreeable Project Plan will be submitted to Client within sixty (60) days of the project kickoff meeting. In the event Tyler is unable to provide the Project Plan within sixty (60) days of the project kickoff meeting, due to Tyler's action or inaction, Client will have at its option, the ability to receive a credit from Tyler in the amount of Five Hundred Dollars (\$500) per business day until the Project Plan is delivered. The Project Plan will also include the criteria by which the Tyler Software Products will be tested and accepted by Client.

11. Acceptance Testing.

a) ERP System Acceptance

1) Conditional Acceptance: Upon Tyler's notification that the Tyler Software Products conform to all requirements listed in the Functional Requirements for each application, the Client shall begin testing for the Tyler Software Products scheduled for Live Production in a non-production environment using the test procedures and standards contained in the Statement of Work and the Project Plan, or such other standards as are mutually agreed upon in writing ("User Acceptance Test").

(i) The duration of the User Acceptance Test shall be defined in the project plan but will at least provide thirty (30) calendar days.

(ii) If the Client determines that a module, component, program modification, or interface, or the ERP System as a whole, does not perform as provided for in this Agreement, the Client shall deliver to Tyler a report describing the discrepancies.

(iii) In the event Tyler disagrees with Client's determination that a Software Component or the ERP System as a whole does not perform as provided for in this Agreement, Tyler will invoke

the dispute resolution process set forth herein in Section G, Article 7.

(iv) Tyler shall correct the errors or defects and the Client may re-perform the User Acceptance Test.

(v) This procedure shall continue until Conditional Acceptance of the phase has been granted.

2) Final Acceptance: Once Conditional Acceptance of the phase has occurred, and the Live Production Date for each phase has been reached, the Client shall begin using Tyler Software Products in a production environment (Live Testing). After Client has operated the Tyler Software Products for ninety (90) consecutive calendar days and there are no reported unresolved Priority 1 or Priority 2 issues ("Acceptance Issues") and all work tasks, deliverables, and milestones as described in the Statement of Work are completed and accepted, Final Acceptance shall be issued by Client.

(i) Final acceptance will occur for each phase independently and for the ERP System as a whole (defined as "phase closure and "project closure".)

(ii) If Acceptance Issues are resolved within the last fifteen (15) days of the ninety (90) day period, Client will have an additional fifteen (15) days of Live Testing.

3) Final Acceptance of the ERP System by the Client will not release Tyler from complying with the warranties and maintenance requirements set forth herein.

4) Failure of User Acceptance Testing: If after conducting the User Acceptance Test the Tyler Software Products or the ERP System do not function in compliance with the specifications detailed in the agreement including the Statement of Work and the Functional Requirements or if Tyler fails to materially adhere to these procedures at the Client's reasonable discretion, the Client shall have the option, upon notice to Tyler to:

(i) Terminate this entire Agreement for cause in accordance with the provisions of this Agreement in Section G, Article 15 in the event of a Priority 1 issue; or

(ii) Accept the Tyler Software Products or ERP System at its then level of performance; or

(iii) Permit the User Acceptance Test or Live Testing to be further extended for such period as mutually agreed upon by the parties in writing; or

(iv) Accept those modules of the ERP System that pass the acceptance criteria and require Tyler to conform the remaining portions to the requirements of the Agreement; or

(v) Pursue such remedies as may be available to Client at law or in equity.

b) Non-ERP System Deliverable Acceptance

1) The Client will review, approve and provide written sign-off for all Deliverables and Milestones in the following way:

(i) Tyler will submit each deliverable to the Client for review. Upon completion of project Milestones, Tyler shall notify the Client that the Milestone has been completed and will present the Acceptance Form.

(ii) The Client will identify in writing any required changes, deficiencies, and/or additions necessary, based on the Deliverable Acceptance Criteria or requirements in the SOW within ten (10) business days of receipt of each draft deliverable.

(iii) Tyler will revise each deliverable or re-perform services required for each Milestone based on feedback from the Client and submit a revised version of the deliverable for review and sign-off from the Client. The Client will then review the deliverable and provide any additional comments on any required changes, deficiencies, and/or additions necessary within five (5) business days or receipt of the deliverable or Acceptance Form. This process will be repeated until the Client grants acceptance of the Deliverable or Milestone.

(iv) Upon acceptance of the Deliverable or Milestone, the Client Project Manager will sign a Deliverable Acceptance form and shall return it to the Tyler.

2) Notification of the lack of action on the acceptance of a Deliverable or Milestone (no signed acceptance or no notification of required changes, deficiencies, and/or additions) will be reported in writing to the Client by the Tyler at the end of the review period following delivery. In the event the extended review period expires without the Client's action to either accept or reject the deliverable, and the Client and Tyler have not mutually agreed upon an extended review period, the deliverable shall be considered accepted.

SECTION C – MAINTENANCE AGREEMENT

1. Scope of Agreement. Client agrees to purchase and Tyler agrees to provide maintenance services for the Tyler Software Products in accordance with the following terms and conditions. It is specifically understood and agreed that this Maintenance Agreement shall extend to interfaces developed by Tyler for the Client which shall be supported as provided herein.

2. Term of Agreement.

a) Initial Term. The initial terms of the Maintenance Agreement are as follows:

Phase I: Commencing upon installation of the Tyler Software Products and ending one (1) year from installation of the Tyler Software Products

Phase II: Commencing upon installation of the Tyler Software Products and ending one (1) year from installation of the Tyler Software Products

Phase III: Commencing upon installation of the Tyler Software Products and ending upon initiation of Phase III, not to exceed April 1, 2015

Phase IV: Commencing upon installation of the Tyler Software Products and ending upon initiation of Phase IV, not to exceed January 1, 2016

Phase V: Commencing upon installation of the Tyler Software Products and ending upon initiation of Phase V, not to exceed October 1, 2016

b) Renewal Maintenance Terms. Software maintenance will renew automatically for additional one (1) year terms at Tyler's then-current Maintenance Fees unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term, provided, however, that Tyler shall not increase Maintenance Fees for the Tyler Software Products set forth in the Investment Summary more than three percent (3%) for the first annual renewal (the increase will be based on the undiscounted first annual Maintenance Fees); three percent (3%) for the second annual renewal; three percent (3%) for the third annual renewal; three percent (3%) for the fourth annual renewal, five percent (5%) per year for each of the fifth, sixth, seventh, eighth, and ninth annual renewals. Thereafter, Tyler may increase the Maintenance Fees annually, but in no event shall the increase exceed the prevailing rate for Tyler's other customers that are similarly situated. In order to facilitate the management, billing and payment of the maintenance terms, the Parties may agree to prorate the maintenance fees associated with the Munis and EnerGov maintenance terms to align the maintenance terms.

c) Recommencing Maintenance. Client may recommence discontinued support by paying the lesser of i) cumulative maintenance fees Client would have paid had maintenance not been discontinued; or ii) the then-current Tyler license fees being charged to new Tyler clients.

d) Ongoing Support and Maintenance. Provided Client maintains a continuous Maintenance Agreement with Tyler and complies with the terms and conditions herein, including payment for ongoing maintenance services, Tyler shall provide maintenance and support services of the Tyler Software Products listed in the Investment Summary for a period of at least seven (7) years from Phase V Final Acceptance.

3. Payment.

a) Maintenance fees will be invoiced by Tyler annually in advance. Tyler shall provide Client with not less than sixty (60) days written notice of any change in annual Maintenance fees.

b) Additional Charges. Any maintenance services performed by Tyler for Client which are not covered by this Maintenance Agreement, as set forth in Section C (5), including materials and expenses, will be billed to Client at Tyler's then current rates.

c) Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed Maintenance fees within sixty (60) calendar days of the due date. Tyler shall reinstate maintenance services upon Client's

payment of all past due Maintenance fees, including all such fees for the periods during which services were suspended.

4. Maintenance Services Terms and Conditions. For as long as a current Maintenance Agreement is in place, Tyler shall:

- a) In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then-current support call process (Tyler's current support call processes are set forth in the documents attached hereto as Exhibit 2 (a) and Exhibit 2 (b)) in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products will be void.
- b) Provide telephone support on the Tyler Software Products. Tyler personnel shall accept telephone calls during the hours set forth in Exhibit 2 (a) and Exhibit 2 (b).
- c) Continuously maintain a master set of the Tyler Software Products on appropriate media, a hardcopy printout of source code to the Tyler Software Products, and Tyler User Guides.
- d) Maintain personnel that are appropriately trained to be familiar with the Tyler Software Products in order to provide maintenance services.
- e) Provide Client with all releases Tyler makes to the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler annual Maintenance Agreement. Third Party Products; and installation, Consulting and Training services related to the new releases will be provided to Client at Tyler's then-current rates. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification.
- f) Support prior releases of the Tyler Software Products in accordance with Tyler's then-current release life cycle policy.
- g) Modify the Tyler Software Products to remain compliant with state and federal mandates, for no additional license or maintenance fees, provided, however, that Tyler shall have a reasonable time to adapt the Tyler Software Products to comply with changes in the laws.

5. Limitations and Exclusions. Maintenance fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's normal business hours.

6. Client Responsibilities.

- a) Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.
- b) Tyler currently utilizes "Go To Assist" as a secure commercial PC to PC remote connectivity tool to provide remote maintenance services. Client shall maintain for the duration of the Agreement a high-speed Internet connection capable of connecting to Client's PC's and server. Tyler strongly recommends that Client also maintain a modem or VPN for backup connectivity purposes. Tyler, at its option, will use the connection to assist with problem diagnosis and resolution. Tyler must complete a VPN vendor request form from the City before VPN access will be provided.

7. Limitation of Liability. Tyler shall not be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of maintenance services or use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Maintenance Agreement, whether based on a theory of contract or tort, including negligence and strict liability will be limited to two (2) times the total fees set forth in the Investment Summary and paid by Client.

SECTION D – THIRD PARTY PRODUCT AGREEMENT

1. Agreement to License or Sell Third Party Products. For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the System Software and Hardware set forth in the Investment Summary (collectively, the “Third Party Products”).

2. License of System Software.

- a) Upon Client's payment in full of the System Software fees, Tyler shall grant to Client and Client shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for Client's business purposes, subject to the terms and conditions set forth herein.
- b) The developer of the System Software (each a “Developer”, collectively “Developers”) shall retain ownership of the System Software.
- c) The right to transfer the System Software to a different environment is included in this Agreement. The Tyler Operating System and Database Administration Support Service (hereinafter, “OSDBA”) fee includes remote system transfer service once every two (2) years to migrate the production system to a different environment. Client acknowledges that Tyler’s obligation to provide maintenance services on, and the warranty for, the System Software is dependent on Client’s use of the System Software in an environment supported by Tyler.
- d) Client acknowledges and agrees that the System Software and related documentation (“System Software Documentation”) are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. Client shall use best efforts to notify Tyler and Developer if a request for information related to the System Software and/or System Software Documentation is received by Client pursuant to the Missouri Sunshine Law. If the Client receives a Sunshine request pertaining to the System Software and/or System Software Documentation, Client shall notify Tyler and Developer to allow Tyler or Developer to take any action Tyler or Developer deems appropriate or necessary to protect the System Software and/or System Software Documentation.
- e) Client shall not perform decompilation, disassembly, translation or other reverse engineering on the System Software.
- f) Client may make copies of the System Software for archive purposes and backup purposes only. Client shall repeat any and all proprietary notices on any copy of the System Software. Client may make copies of the documentation accompanying the System Software for internal use only.

3. Delivery. Unless otherwise indicated in the Investment Summary, the prices for Third Party Products include costs for shipment while in transit from the Developer or supplier to Client.

4. Installation and Acceptance. Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Third Party Products. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's receipt of the Third Party Products, subject to User Testing as set forth herein.

- a) Conditional Acceptance: Upon Tyler’s notification that the Third Party Products conform to all requirements listed in the Functional Requirements for each application, the Client shall begin testing for the Third Party Products scheduled for Live Production in a non-production environment using the test procedures and standards contained in the Statement of Work and the Project Plan, or such other standards as are mutually agreed upon in writing (“User Acceptance Test”).
 - (i) The duration of the User Acceptance Test shall be defined in the project plan but will at least provide thirty (30) calendar days.
 - (ii) If the Client determines that a module, component, program modification, or interface, the Third Party Product or the ERP System as a whole, does not perform as provided for in this Agreement, the Client shall deliver to Tyler a report describing the discrepancies.
 - (iii) In the event Tyler disagrees with Client’s determination that a Software Component, the Third Party Product, or the ERP System as a whole does not perform as provided for in this

Agreement, Tyler will invoke the dispute resolution process set forth herein in Section G, Article 7.

(iv) Tyler shall correct the errors or defects and the Client may re-perform the User Acceptance Test.

(v) This procedure shall continue until Conditional Acceptance of the phase has been granted.

b) Final Acceptance: Once Conditional Acceptance of the phase has occurred, and the Live Production Date for each phase has been reached, the Client shall begin using Third Party Products in a production environment (Live Testing). After Client has operated the Third Party Products for ninety (90) consecutive calendar days and there are no reported unresolved Priority 1 or Priority 2 issues ("Acceptance Issues") and all work tasks, deliverables, and milestones as described in the Statement of Work are completed and accepted, Final Acceptance shall be issued by Client.

(i) Final acceptance will occur for each phase independently and for the Third Party Products as a whole (defined as "phase closure and "project closure".)

(ii) If Acceptance Issues are resolved within the last fifteen (15) days of the ninety (90) day period, Client will have an additional fifteen (15) days of Live Testing.

c) Final Acceptance of the Third Party Products by the Client will not release Tyler from complying with the warranties and maintenance requirements set forth herein.

d) Failure of User Acceptance Testing: If after conducting the User Acceptance Test the Third Party Products or the ERP System do not function in compliance with the specifications detailed in the agreement including the Statement of Work and the Functional Requirements or if Tyler fails to materially adhere to these procedures at the Client's reasonable discretion, the Client shall have the option, upon notice to Tyler to:

(i) Terminate this entire Agreement for cause in accordance with the provisions of this Agreement in Section G, Article 15 in the event of a Priority 1 issue; or

(ii) Accept the Third Party Products or ERP System at its then level of performance; or

(iii) Permit the User Acceptance Test or Live Testing to be further extended for such period as mutually agreed upon by the parties in writing; or

(iv) Accept those modules of the Third Party Products that pass the acceptance criteria and require Tyler to conform the remaining portions to the requirements of the Agreement; or

(v) Pursue such remedies as may be available to Client at law or in equity.

5. Site Requirements. Client shall provide a suitable environment, location and space for the installation and operation of the Third Party Products; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.

6. Warranties.

a) Tyler is authorized by each Developer to grant licenses or sublicenses to the System Software.

b) Tyler warrants that each System Software product will be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement, Client's title or license to each System Software product will be free and clear of all liens and encumbrances arising through Tyler.

c) Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and passes through to Client any warranty that Tyler may receive from the Developer or supplier of the Third Party Products. Notwithstanding the foregoing, Tyler warrants that as long as the Third Party Products perform as warranted by the Developer or supplier of the Third Party Products, the Tyler Software Products will integrate with the Third Party Products.

7. Maintenance.

a) The Parties agree that Client is contracting directly with Emphasys/Sympro for maintenance services on those products.

b) In the event Client elects not to purchase through Tyler maintenance services on the System Software, it will

be the responsibility of Client to repair and maintain the System Software and purchase enhancements as necessary after acceptance.

c) In the event Client elects to purchase through Tyler maintenance services on the System Software, Tyler will facilitate resolution of a defect in a System Software product with the Developer.

d) In the event the Developer charges a fee for future System Software release(s), the Parties will negotiate an appropriate cost-sharing arrangement for such fee.

8. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Third Party Products. Tyler's liability for damages and expenses arising out of this Section D, Third Party Product Agreement, whether based on a theory of contract or tort, including negligence and strict liability will be limited to two (2) times the total fees set forth in the Investment Summary and paid by Client. Such prices are set in reliance upon this limitation of liability.

9. Adobe End User Software License Agreement. The Tyler Software Product "Tyler Forms Processing" contains Adobe software, requiring Client to execute an Adobe End User License Agreement. Tyler represents and warrants to Client that Tyler has the authority to grant the Adobe license to Client. Upon execution of this Agreement, Client shall execute the Adobe End User License Agreement in Exhibit 4.

SECTION E – DATA OWNERSHIP AND SECURITY

1. Tyler's Disaster Recovery services and OSDBA services shall at all times comply with the terms of this Agreement, good financial industry and accounting practices, applicable laws, and SSAE16 or successive applicable auditing standards. Tyler shall require its subcontractors to at all times comply with the terms of this Agreement, good financial industry and accounting practices, and applicable laws.

2. Duty to Report. Tyler shall maintain the security of Client content and data and that of Client's customers and any user that is stored in or in any way connected with Tyler Software Products and applications. If either Party believes or suspects that security has been breached or data compromised, whether it be from harmful code or otherwise, the Party shall notify the other Party of the issue or possible security breach within forty-eight (48) hours.

3. Binding Subcontractors and Subsidiaries to Data Security Standards. Tyler shall include similar provisions in Tyler's agreements with subcontractors and subsidiaries that perform work or services related to these Tyler Software Products and or have access to the Client's data contained therein or in the cloud storage.

4. No Harmful Code. Tyler warrants that the Tyler Software Products do not contain Harmful Code. For purposes of this Agreement, "Harmful Code" is any code containing any program, routine, or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any time bomb, virus, drop-dead device, malicious logic, worm, Trojan horse or trap or back door. Tyler shall include in contracts with any subcontractor a provision which prohibits the use of Harmful Code.

5. Data Ownership and Storage. Tyler covenants that any data from the Client, its employees or customers or derived therefrom shall be stored in the United States of America. The data or any information derived therefrom shall not be transferred, moved, or stored to or at any location outside the United States of America. All such data and any information derived therefrom shall be confidential and proprietary information belonging to either the Client or its customers or the users of the systems. Tyler covenants that Tyler, its subsidiaries or subcontractors shall not sell or give away any such Client data or information derived therefrom.

SECTION F – DATA EXCHANGE

1. This Agreement is contingent upon the Client obtaining methods of exchanging data between Tyler, Tyler's subcontractors, and third party software vendors for each and every data exchange identified by the Parties in the Scope of Work and /or otherwise required by this Agreement.

2. Requirements.

- a) Tyler shall reasonably work with identified third party software vendors to develop, implement, and maintain the data exchanges as identified in the Scope of Work.
- b) For each data exchange identified in the Scope of Work, Client shall include in its contract with the third party software vendors a provision requiring the third party software vendor to work with Tyler and Client on developing, implementing, and maintaining each of the data exchanges identified in the Scope of Work.
- c) Client shall also require in its contract with third party software vendors that the third party software vendor shall review and sign the specifications, the performance schedule and the test standards related to each applicable data exchange.
- d) For each and every data exchange identified within the Scope of Work, the Parties shall develop proposed specifications for each of the data exchange (hereinafter "Data Exchange Specifications"). The Parties shall reduce the Data Exchange Specifications to writing which shall be signed and dated by all Parties.
- e) For each data exchange, the Parties shall develop a schedule for production, testing, and installation (hereinafter "Data Exchange Schedule.") The Parties shall reduce the schedule(s) to writing which shall be signed and dated by all Parties.
- f) For each such data exchange, the Parties shall agree in writing, signed and dated by both Parties, to the testing standards and requirements (hereinafter "Data Exchange Test Standards").
- g) Client shall issue written notice to proceed with the development of each data exchange.

3. Changes to Data Exchange. In addition, the Parties agreeing to a data exchange may, by mutual agreement, impose additional requirements or amend the testing standards or the performance schedule. Should the Parties agree to change or amend any of the specifications, the performance schedule or the test standard, the changes shall be reduced to writing, signed, and dated by both Parties.

4. EACH DATA EXCHANGE, ON WHICH THE CLIENT HAS ISSUED A WRITTEN NOTICE TO PROCEED, SHALL BE DEVELOPED ACCORDING TO THE DATA EXCHANGE SPECIFICATIONS IN THE TIME PERIODS SET FORTH IN THE DATA EXCHANGE SCHEDULE. Upon completion of the development of the data exchange, Tyler shall notify Client that data exchange is complete and ready for testing. Client shall timely test the data exchange according to the Data Exchange Test Standards. If the data exchange passes the Client's testing according to the Data Exchange Test Standards, Client shall issue a written notice of acceptance of the data exchange.

5. Warranty. Tyler warrants that the data exchange shall perform according to the Data Exchange Specifications. Tyler also warrants that the data exchange shall not void any other warranty.

6. License for Use of the Data Exchange. Tyler grants Client a royalty –free license to the data exchange developed by Tyler for the City according to the Data Exchange Specifications and otherwise in accord with the license grant of this Agreement (See section A.1). This license is in addition to all other licenses purchased pursuant to this Agreement.

7. Maintenance of Functionality of Data Exchanges. So long as Client is current in its payment of maintenance fees for the Tyler Software Products, Tyler shall warrant the continued functionality of each and every one of the data exchanges and that each and every one shall perform according to the Data Exchange Specifications by which it was developed. There shall be no additional cost to the Client. Maintaining the functionality of the data exchanges shall include any necessary programming or redesign needed due to changes by Tyler.

8. Additional Data Exchanges. Should City desire additional data exchanges that are not listed in the Scope of Work, the City shall propose such additional data exchanges to Tyler, and Tyler shall promptly review and respond to any such proposal. In the event the Parties agree to an additional data exchange, the parties shall negotiate an amendment to this Agreement to add the data exchange(s) to the Agreement.

SECTION G – GENERAL TERMS AND CONDITIONS

1. Taxes. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. Client is tax-exempt as of the Effective Date. Client's tax exempt certificate is attached as Exhibit 7. All taxes applicable to Client's purchase of products and/or services from Tyler shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In no event shall Client be responsible for the following taxes:

- (a) Taxes based upon the net worth, gross or net income of Tyler; or
- (b) Taxes based upon any equipment or software, other than that which is listed in the Investment Summary, which are owned or licensed by Tyler; or
- (c) Taxes paid by or for any employee of Tyler.

2. Invoice Dispute.

a) In the event Client believes products or services do not conform to warranties in this Agreement, Client will provide written notice to Tyler within thirty (30) calendar days of receipt of the applicable invoice. Client is allowed an additional fifteen (15) calendar days to provide written clarification and details. Tyler will provide a written response to Client that will include either a justification of the invoice or an adjustment to the invoice. Tyler and Client will develop a plan to outline the reasonable steps to be taken by Tyler and Client to resolve any issues presented in Client's notice to Tyler. Client may only withhold payment of the amount actually in dispute until Tyler completes its action items outlined in the plan. Notwithstanding the foregoing, if Tyler is unable to complete its actions outlined in the plan because Client has not completed its action items outlined in the plan, Client will remit full payment of the invoice.

b) Any invoice not disputed as described above will be deemed accepted by Client. Tyler reserves the right to suspend delivery of all services in the event Client fails to pay an invoice not disputed as described above within sixty (60) calendar days of receipt of invoice.

3. Force Majeure. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

Force Majeure will not be allowed unless:

a) Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events. Notwithstanding the foregoing, if the party cannot provide notice within ten (10) business days due to the impact of the Force Majeure, the party shall notify the other party as soon as conditions allow.

b) Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.

Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph will not relieve Client of its responsibility to pay for services and

goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

4. Cooperation and Assistance of the Parties.

Client acknowledges that the implementation of the Tyler Software Products is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause Client personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation. Tyler shall not be liable for failure to meet such deadlines and milestones when such failure is due to Force Majeure (as defined above) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission). Client shall not be liable for failure to meet such deadlines and milestones when such failure is due to Force Majeure or to the failure by Tyler personnel to provide such cooperation and assistance (either through action or omission). Tyler acknowledges that Client is implementing additional software from other vendors. Tyler shall work with Client and the third party vendors to develop an implementation schedule that meets all Parties' needs.

5. Indemnification.

- a) Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct.
- b) To the extent permitted by law, Client shall indemnify and hold harmless Tyler and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Client's negligence or willful misconduct.

6. **DISCLAIMER. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION WHICH ARE HEREBY DISCLAIMED BY TYLER.**

7. Dispute Resolution. Either party will notify the other in writing within thirty (30) days of becoming aware of a dispute. If the parties cannot resolve such dispute within thirty (30) calendar days of the other's receipt of written notice, the parties agree to participate in mediation with a mutually chosen mediator. Mediation shall take place in Missouri. Thereafter, either party may assert its other rights and remedies under this Agreement within a court of competent jurisdiction.

Nothing in this Article will prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein.

8. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Tyler and Client. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under the Agreement.

9. Governing Law. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be Boone County, Missouri or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri and waive any defense of forum non conveniens.

10. Missouri Sunshine Law. Nothing in this Agreement shall be construed to supersede, conflict with or

otherwise defeat any provision of the Missouri Revised Statutes Chapter 610 Governmental Bodies and Records ("Missouri Sunshine Law").

11. Severability. If any term or provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by Tyler or Client, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent Tyler or Client from enforcing each and every term of this Agreement thereafter.

13. Multiple Originals and Signatures. The Parties agree that three (3) originals of this Agreement shall be executed. As required by Missouri Law, Client shall retain two (2) copies of the Agreement with original signatures. Tyler shall retain one (1) copy of the Agreement with original signatures.

14. Amendment. This Agreement may only be modified by written amendment signed by the Parties.

15. Termination.

(a) Termination for Cause. Client may terminate this Agreement for cause in the event (i) Tyler becomes insolvent or generally does not pay its debts as they become due or admits, in writing, its inability to pay its debts or makes an assignment for the benefit of creditors; or (ii) Insolvency, receivership, reorganization, bankruptcy proceedings or other proceedings for relief under bankruptcy laws are commenced by or against Tyler; or (iii) Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client.

(b) Termination for Convenience. With thirty (30) days written notice, Client may terminate this Agreement for convenience.

(c) Termination by Mutual Agreement. This Agreement may be terminated at any time upon mutual agreement by both Parties.

(d) Effect of Termination. Upon such termination under this Article 15, Client shall pay Tyler for all services and expenses not in dispute and non-Defective Tyler Software Products which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process. Upon termination or expiration of this Agreement, provided that Client has paid Tyler all amounts due under this Agreement, performed all obligations required to be performed by Client, and is not in material breach of this Agreement, Tyler shall promptly assist Client with the provision of all Client data to Client as a native database export in a format reasonably acceptable to the Client. Tyler shall be paid all applicable charges for services rendered through final termination of this Agreement and shall be reimbursed its reasonable out-of-pocket costs and expenses incurred in providing such termination assistance.

16. Nature of Client's Obligations. All obligations of the Client under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose. In the event funds are not so budgeted and appropriated, Client may terminate this Agreement in accordance with Section G, Article 15 (b).

17. Approval of Governing Body and authority for Agreement. Client represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon Client enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditor's rights or by the exercise of judicial discretion in accordance with general principles of equity. Tyler

represents and warrants to Client that this Agreement has been approved in accordance with all action required by law and is a binding obligation upon Tyler enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditor's rights or by the exercise of judicial discretion in accordance with general principles of equity.

18. No Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, except that Tyler may, without the prior written consent of Client, assign this Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Tyler's assets.

19. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

20. Notices. All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:

- 1) Actually received,
- 2) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
- 3) Upon receipt by sender of proof of email delivery, or
- 4) If not actually received, ten (10) 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 respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Tyler Technologies, Inc.
1 Tyler Drive
Yarmouth, ME 04096
Attention: Contracts Manager

City of Columbia
701 E Broadway, 5th Floor
Columbia, MO 65201
Attention: Will Hobart, City Purchaser

21. Independent Contractor. This is not an agreement of partnership or employment of Tyler or any of Tyler's employees by Client. Tyler is an independent contractor for all purposes under this Agreement.

22. Insurance. Prior to performing services under this Agreement, Tyler shall provide Client with certificates of insurance evidencing the following minimum insurance coverage:

- a) Commercial general liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate;
- b) Automobile liability of at least \$1,000,000 combined single limit;
- c) Professional liability of at least \$2,000,000 aggregate; and
- d) Workers compensation complying with statutory requirements;
- e) Umbrella Liability Insurance of \$2,000,000

Tyler shall cause the Client to be named as additional insured on Tyler's Commercial General Liability policy and Automobile Liability coverage. Tyler's insurance agent currently uses a standard Acord Form which states "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions."

23. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such

information could violate rights to private individuals and entities. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take 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) At the time of the disclosure is in the public domain;
- b) After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
- c) A party can establish by reasonable proof was in that party's possession at the time of disclosure;
- d) A party receives from a third party who has a right to disclose it to that party; or
- e) Is considered an open record pursuant to the Missouri Sunshine law. The receiving party shall give prompt notice of the service of process or other documentation that underlies the Sunshine request. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

24. Nondiscrimination. Tyler shall not discriminate against any person employed or applying for employment concerning the performance of Tyler's 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.

25. Subcontractors. Tyler shall not subcontract any services under this Agreement without Client's prior written permission.

26. Shipping. Delivery will be F.O.B. shipping point. For products that Tyler provides electronically to Client by FTP site, Tyler shall be responsible for uploading all such content to the Tyler FTP site and providing Client sufficient information and access to the same. Client shall be responsible for downloading content from the Tyler FTP site.

27. Business License. In the event a local business license is required for Tyler to perform services hereunder, Client will notify Tyler prior to the Effective Date and will provide Tyler with the necessary paperwork and/or contact information.

28. Tyler Forms Processing. The Tyler Software Product "Tyler Forms Processing" must be used in conjunction with a Hewlett Packard or any other model of printer supported by Tyler, for printing checks.

29. Payment Terms.

a) Tyler Software License Fees.

- 1. Tyler shall invoice Client \$412,054.19 upon the Effective Date. Such amount equals 25% of the Tyler software license fees for all phases.
- 2. Tyler shall invoice Client \$412,054.19 when Tyler has made the Tyler Software Products available to Client for downloading. Such availability shall not occur prior to formal written notice by Tyler to Client that the Tyler Software Products are available for downloading. Such amount equals 25% of the Tyler software license fees for all phases.
- 3. Tyler shall invoice Client \$60,203.16 upon initiation of Phase I, not to exceed January 1, 2014. Such amount equals 25% of the Phase I Tyler software license fees.
- 4. Tyler shall invoice Client \$141,311.31 upon initiation of Phase II, not to exceed May 1, 2014. Such amount equals 25% of the Phase II Tyler software license fees.

5. Tyler shall invoice Client \$57,675.69 upon initiation of Phase III, not to exceed April 1, 2015. Such amount equals 25% of the Phase III Tyler software license fees.
6. Tyler shall invoice Client \$31,290.63 upon initiation of Phase IV, not to exceed January 1, 2016. Such amount equals 25% of the Phase IV Tyler software license fees.
7. Tyler shall invoice Client \$121,573.40 upon initiation of Phase V, not to exceed October 1, 2016. Such amount equals 25% of the Phase V Tyler software license fees.
8. Tyler shall invoice Client \$60,203.15 upon Phase I Live Production, not to exceed September 1, 2014. Such amount equals 25% of the Phase I Tyler software license fees.
9. Tyler shall invoice Client \$141,311.31 upon Phase II Live Production, not to exceed November 1, 2015. Such amount equals 25% of the Phase II Tyler software license fees.
10. Tyler shall invoice Client \$57,675.69 upon Phase III Live Production, not to exceed June 30, 2016. Such amount equals 25% of the Phase III Tyler software license fees.
11. Tyler shall invoice Client \$31,290.63 upon Phase IV Live Production, not to exceed March 31, 2017. Such amount equals 25% of the Phase IV Tyler software license fees.
12. Tyler shall invoice Client \$121,573.40 upon Phase V Live Production, not to exceed March 31, 2018. Such amount equals 25% of the Phase V Tyler software license fees.

b) Software Maintenance Fees.

1. Phase 1 Modules. Tyler shall provide maintenance from installation of the Tyler Software Products to one (1) year from installation of the Tyler Software Products at no cost to the City. Thereafter, City shall pay the maintenance fees associated with the Phase 1 Modules on the anniversary date of the installation of the Tyler Software Products.

2. Phase 2 Modules. Tyler shall provide maintenance from installation of the Tyler Software Products to one (1) year from installation of the Tyler Software Products at no cost to the City. Thereafter, City shall pay the maintenance fees associated with the Phase 2 Modules on the anniversary date of the installation of the Tyler Software Products.

3. Phase 3 Modules. Tyler shall provide maintenance from installation of the Tyler Software Products to initiation of Phase III, not to exceed April 1, 2015, at no cost to the City. Thereafter, City shall pay the maintenance fees associated with the Phase 3 Modules on the anniversary date of the Phase 3 initiation.

4. Phase 4 Modules. Tyler shall provide maintenance from installation of the Tyler Software Products to initiation of Phase IV, not to exceed January 1, 2016, at no cost to the City. Thereafter, City shall pay the maintenance fees associated with the Phase 4 Modules on the anniversary date of the Phase 4 initiation.

5. Phase 5 Modules. Tyler shall provide maintenance from installation of the Tyler Software Products to initiation of Phase V, not to exceed October 1, 2016, at no cost to the City. Thereafter, City shall pay the maintenance fees associated with the Phase 5 Modules on the anniversary date of the Phase 5 initiation.

c) Tyler shall invoice Client \$172,000 when Tyler has made the Tyler Software Products available to Client for downloading. Such availability shall not occur prior to formal written notice by Tyler to Client that the Tyler Software Products are available for downloading. Such amount equals 100% of the System Software license fees.

d) Tyler shall invoice Client respective Hardware fees (totaling \$53,746) of upon delivery of such Hardware.

e) Tyler shall invoice Client \$40700 upon installation of the Tyler Software Products. Such sum equals
 100% of the year 1 System Software maintenance fees (\$13,700)
 100% of the year 1 OSDBA Contract Services fee (\$27,000)

f) Tyler shall invoice the Tyler Forms Library Fees upon delivery of the respective library.

g) Tyler shall invoice the respective Conversion Fees upon Final Acceptance of the delivery of the respective converted data.

h) Prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy. Tyler's current Business Travel Policy is attached hereto as Exhibit 3. Estimated travel expenses based on current scope are listed in the Investment Summary.

i) Tyler shall invoice Client fees for the services fees set forth in the Investment Summary, if and as provided, upon the occurrence of each Milestone set forth in the Statement of Work, subject to the following retainage: Client will retain the first ten percent (10%) of the Implementation and Consulting fees (as determined by the total amount of fees listed in the Investment Summary upon the Effective Date) associated with the service days provided to Client with such retainage to be payable sixty (60) days following Live Production, by phase, not to exceed the dates set forth in the Statement of Work.

j) Tyler shall invoice Client Business Process Consulting fees 50% upon the Effective Date and 50% upon completion of service, by product.

k) Tyler shall invoice Client fees for all other services identified in the Investment Summary, plus all expenses, if and as provided/incurred, unless otherwise indicated in this Section G (29).

l) Payment is due within forty-five (45) days of the invoice date.

m) Tyler shall invoice Client a fifty percent (50%) deposit for modifications and Munis interfaces ("Modification"), upon delivery of specifications and fifty percent (50%) ninety (90) days after Final Acceptance of the Modification. Tyler will perform a Modification upon receipt of written notice to proceed from Client.

n) Tyler shall invoice Client the year 1 Disaster Recovery fee of \$27,000 upon receipt by Tyler of Client's data.

o) Costs Not to Exceed. Client will pay Tyler a not-to-exceed price of \$4,552,237.75, such sum exclusive of maintenance fees and expenses which shall also be remitted by Client in accordance with the requirements of this Agreement. The not-to-exceed price shall not apply in the event Client exceeds the scope of the services itemized in the Statement of Work and otherwise included in this Agreement or if Client fails to timely perform all of its material obligations under this Agreement.

30. Optional Items. Pricing for optional products and services shall be valid for sixty (60) months from the Effective Date.

31. Tyler Products and Services. Client may purchase additional Tyler products and services at then-current list price, pursuant to the terms of this Agreement, by executing a mutually agreed addendum.

32. Contract Documents. This Agreement includes the following exhibits:

- Exhibit 1 - Investment Summary
- Exhibit 2 (a) - Munis Support Call Process
- Exhibit 2 (b) - EnerGov Support Call Process
- Exhibit 3 - Business Travel Policy
- Exhibit 4 - Adobe End User License Agreement
- Exhibit 5 - Functional Specifications
- Exhibit 6 - Statement of Work

Exhibit 7 – Client’s Tax-Exempt Certificate
Exhibit 8 – Tyler Escrow Agreement
Exhibit 9 – Solution Gap Log

33. Compliance with Laws. Tyler shall, at all times, observe and comply with all federal, state, and local laws, ordinances and regulations.

34. Survival. The following sections of this Agreement shall extend beyond and survive the end of the contract term or cancellation of this Agreement: Section A (1) License Grant, Section A (4) Intellectual Property Infringement Indemnification, Section A (5) Limitation of Liability, Section B (4) Limitation of Liability, Section C (7) Limitation of Liability, Section D (2) License of System Software, Section D (8) Limitation of Liability, Section G (5) Indemnification, Section G (6) Disclaimer, Section G (8) No Intended Third Party Beneficiaries, Section G (9) Governing Law, Section G (15) Termination and Section G (23) Confidentiality.

35. Publicity. Tyler shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of Client except on the specific written authorization in advance of Client’s Purchasing Agent. Tyler shall not install any signs or other displays within or without Client’s premises unless in each instance the prior written approval of Client’s Purchasing Agent has been obtained. However, nothing in this clause shall preclude Tyler from listing Client on its routine client list for matters of reference.

36. Conflict of Interest. Tyler shall not knowingly employ as a director, officer, employee, agent, or subcontractor any elected or appointed official of Client or any member of his/her immediate family.

37. Employment of Unauthorized Aliens. Tyler agrees to comply with Missouri State Statute section 285.530 in that Tyler shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this contract Tyler shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Tyler shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Tyler shall require each subcontractor to affirmatively state in its contract with Tyler that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Tyler shall also require each subcontractor to provide Tyler with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

38. Compliance with the Americans with Disability Act and Section 508 of the Rehabilitation Act of 1973. Within one (1) year of the Effective Date, Tyler will develop and share with Client a plan to include ADA compliance in future releases of public-facing portions of its software.

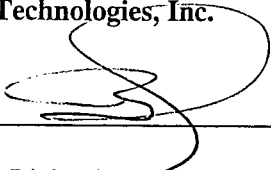
39. Additional Training Days. The Parties have included fifty (50) days of optional, additional training days in the Statement of Work. Client shall only pay for the additional training days used. Client shall have no obligation to pay for any optional days of training not used by Client. Client’s project manager shall provide Tyler’s Project Manager with written notice of its intent to use the optional additional days of training prior to the scheduling of any additional optional training.

40. Integration with EnerGov Products. Tyler represents and warrants that attached files with metadata will be stored in and retrieved from the Tyler Content Manager Enterprise product from within the EnerGov products by October 1, 2016.

41. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings and representations.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in the manner appropriate to each as of the dates set forth below.

Tyler Technologies, Inc.

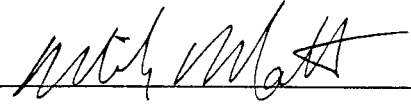
By: _____

Name: Richard E. Peterson, Jr.

Title: President, ERP & School Division

Date: November 13, 2013

City of Columbia


By: _____

Name: Mike Matthes

Title: City Manager

Date: 11-19-13

Attest:


By: _____

Name: Sheela Amin

Title: City Clerk

Date: 11-19-13

Approved as to form:

By: _____

Name: Nancy Thompson

Title: City Counselor

Date: 11-19-13

Exhibit 1

Investment Summary

Investment Summary follows this page.

CITY OF COLUMBIA, MO ERP PROJECT INVESTMENT SUMMARY

Tyler Software and Related Services								
Phase	Description	License	Impl. Days	Impl. Rate	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:								
2	Accounting/GL/BG/AP	\$255,000.00	48	\$1,175	\$56,400.00	\$22,400.00	\$333,800.00	\$45,900.00
4	Work Orders, Fleet & Facilities Management	\$80,000.00	57	\$1,175	\$66,975.00	\$22,556.00	\$169,531.00	\$14,400.00
2	Fixed Assets	\$64,000.00	18	\$1,175	\$21,150.00	\$8,500.00	\$93,650.00	\$11,520.00
2	Inventory	\$64,000.00	18	\$1,175	\$21,150.00	\$8,000.00	\$93,150.00	\$11,520.00
2	Purchase Orders	\$66,000.00	18	\$1,175	\$21,150.00	\$4,500.00	\$91,650.00	\$11,880.00
2	Requisitions	\$46,200.00	23	\$1,175	\$27,025.00	\$0.00	\$73,225.00	\$8,316.00
2	Project & Grant Accounting	\$40,000.00	14	\$1,175	\$16,450.00	\$11,000.00	\$67,450.00	\$7,200.00
3	Munis Cash Management	\$46,200.00	12	\$1,175	\$14,100.00	\$0.00	\$60,300.00	\$8,316.00
2	Bid Management	\$30,000.00	9	\$1,175	\$10,575.00	\$0.00	\$40,575.00	\$5,400.00
2	Contract Management	\$28,500.00	9	\$1,175	\$10,575.00	\$0.00	\$39,075.00	\$5,130.00
2	BMI Asset Track Interface	\$5,500.00	5	\$1,175	\$5,875.00	\$0.00	\$11,375.00	\$990.00
2	BMI CollectIT Interface	\$5,500.00	5	\$1,175	\$5,875.00	\$0.00	\$11,375.00	\$990.00
2	e-Procurement	\$46,200.00	1	\$1,175	\$1,175.00	\$0.00	\$47,375.00	\$8,316.00
Payroll HR:								
3	Payroll w/Employee Self Service	\$45,500.00	20	\$1,175	\$23,500.00	\$16,800.00	\$85,800.00	\$8,190.00
3	HR Management	\$20,000.00	8	\$1,175	\$9,400.00	\$5,000.00	\$34,400.00	\$3,600.00
3	Professional Development	\$7,700.00	3	\$1,175	\$3,525.00	\$0.00	\$11,225.00	\$1,386.00
Revenue:								
3	Accounts Receivable	\$58,500.00	27	\$1,175	\$31,725.00	\$0.00	\$90,225.00	\$10,530.00
3	Tyler Cashiering	\$77,000.00	10	\$1,175	\$11,750.00	\$0.00	\$88,750.00	\$13,860.00
3	General Billing	\$27,500.00	16	\$1,175	\$18,800.00	\$13,800.00	\$60,100.00	\$4,950.00
4	Maplink GIS Integration	\$16,500.00	1	\$1,175	\$1,175.00	\$0.00	\$17,675.00	\$2,970.00
1	Central Property File	\$2,750.00	1	\$1,175	\$1,175.00	\$0.00	\$3,925.00	\$688.00
3	UB Special Assessments	\$3,300.00	5	\$1,175	\$5,875.00	\$1,200.00	\$10,375.00	\$594.00
Community Development:								
5	Tyler Energov Business License Software *	\$141,950.00				\$0.00	\$141,950.00	\$25,551.00
5	Tyler Energov Citizen Access Portal- Licensing/Permitting *	\$30,000.00				\$0.00	\$30,000.00	\$5,400.00
5	Tyler Energov Citizen Portal- Licensing *	\$30,000.00				\$0.00	\$30,000.00	\$5,400.00
5	Tyler Energov Decision Engine *	\$9,999.00				\$0.00	\$9,999.00	\$1,799.82
5	Tyler Energov Electronic Plan Review *	\$59,999.00				\$0.00	\$59,999.00	\$10,799.82
5	Tyler Energov GIS Integration *	\$35,000.00				\$0.00	\$35,000.00	\$6,300.00
	Tyler Energov iG Enforce Annual Fee *	\$0.00				\$0.00	\$0.00	\$7,080.00
	Tyler Energov iG Inspect Annual Fee *	\$0.00				\$0.00	\$0.00	\$7,080.00
5	Tyler Energov iG Workforce Server *	\$19,999.00				\$0.00	\$19,999.00	\$3,599.82
5	Tyler Energov Permitting *	\$141,950.00				\$0.00	\$141,950.00	\$25,551.00
5	Tyler Energov Food Inspections - 10 User Permit / Land Management Suite *	\$29,999.00				\$0.00	\$29,999.00	\$5,399.82
5	Tyler Energov Food Inspections - 8 iG Workforce (Includes iG Inspect mobile app) *	\$7,992.00				\$0.00	\$7,992.00	\$1,438.56
5	Tyler Energov Food Inspections - GIS Integration (10 Users) *	\$5,000.00				\$0.00	\$5,000.00	\$900.00
Other:								
1	Tyler Incident Management	\$44,000.00	12	\$1,175	\$14,100.00	\$0.00	\$58,100.00	\$7,920.00
2	CAFR Statement Builder	\$28,000.00	4	\$1,175	\$4,700.00	\$0.00	\$32,700.00	\$5,040.00
	Tyler Energov Data Conversion					\$35,040.00	\$35,040.00	\$0.00
4	Citizen Self Service	\$58,500.00	1	\$1,175	\$1,175.00	\$0.00	\$59,675.00	\$10,530.00
1	Tyler Notify (Addtl. Per Text and Per Call Fees)	\$0.00	6	\$1,175	\$7,050.00	\$0.00	\$7,050.00	\$36,000.00
	OSDBA	\$0.00	-	\$1,175	\$0.00	\$0.00	\$0.00	\$27,000.00
	Disaster Recovery (Munis)	\$0.00	-	\$1,175	\$0.00	\$0.00	\$0.00	\$27,000.00
Productivity:								
1	Tyler Content Manager Enterprise	\$125,000.00	22	\$1,175	\$25,850.00	\$93,800.00	\$244,650.00	\$22,500.00
1	Rofe Tailored Dashboard	\$44,000.00	12	\$1,175	\$14,100.00	\$0.00	\$58,100.00	\$7,920.00
2	Tyler Reporting Services	\$53,000.00	3	\$1,175	\$3,525.00	\$0.00	\$56,525.00	\$13,250.00
1	Munis Office	\$44,000.00	3	\$1,175	\$3,525.00	\$0.00	\$47,525.00	\$7,920.00
1	Tyler Forms Processing	\$19,500.00	-	\$1,175	\$0.00	\$0.00	\$19,500.00	\$3,900.00
	Sub-Total:	\$1,963,738.00			\$459,425.00	\$242,596.00	\$2,665,759.00	\$461,925.84
	Less Discount	\$228,773.00			\$0.00	\$0.00	\$228,773.00	\$407,925.84
	Sub-Total:	\$1,734,965.00	391		\$459,425.00	\$242,596.00	\$2,436,986.00	\$54,000.00
	Contract Discount:	\$86,748.25						

CITY OF COLUMBIA, MO ERP PROJECT INVESTMENT SUMMARY

TOTAL: \$1,648,216.75

Other Services

Description	Quantity	Unit Price	Extended Price	
AP/PR Check Recon Import	1	\$1,000.00	\$1,000.00	
AP Positive Pay Export Format	1	\$3,000.00	\$3,000.00	
Business Process Consulting-Accounts Payable	1	\$21,000.00	\$21,000.00	
Business Process Consulting-Budget	1	\$21,000.00	\$21,000.00	
Business Process Consulting-Bld Management	1	\$14,000.00	\$14,000.00	
Business Process Consulting- Contract Management	1	\$14,000.00	\$14,000.00	
Business Process Consulting- Fixed Assets	1	\$21,000.00	\$21,000.00	
Business Process Consulting- General Billing & Miscellaneous Cash Receipts	1	\$31,500.00	\$31,500.00	
Business Process Consulting- General Ledger	1	\$21,000.00	\$21,000.00	
Business Process Consulting- HR Management	1	\$28,000.00	\$28,000.00	
Business Process Consulting- Inventory	1	\$21,000.00	\$21,000.00	
Business Process Consulting- Project/Grant Accounting	1	\$31,500.00	\$31,500.00	
Business Process Consulting- Professional Development	1	\$14,000.00	\$14,000.00	
Business Process Consulting- Purchasing & Requisitions	1	\$21,000.00	\$21,000.00	
Business Process Consulting- Payroll	1	\$28,000.00	\$28,000.00	
Business Process Consulting- Munis Cash Management	1	\$21,000.00	\$21,000.00	
Business Process Consulting- Work Orders, Fleet & Facilities	1	\$38,500.00	\$38,500.00	
Business Process Consulting-Business Licenses	1	\$31,500.00	\$31,500.00	
Business Process Consulting-Permits & Code Enforcement	1	\$38,500.00	\$38,500.00	
Estimated Travel Expenses	1	\$259,820.00	\$259,820.00	**Estimate.
Install Fee - New Server Install	1	\$20,000.00	\$20,000.00	
Miscellaneous Training Days	50	\$1,175.00	\$58,750.00	
Modifications, Enhancements & Interfaces				
-Fleet #163: Vehicle Pooling	40	\$1,100.00	\$44,000.00	
-Fleet #164: New Repair Components	5	\$1,100.00	\$5,500.00	
-Fleet #162: Add fields to store PetroVend information	10	\$1,100.00	\$11,000.00	
-Master Address #200: Revenue Contracts	5	\$1,100.00	\$5,500.00	
-Purchasing #203: Work Order # on P-card Transaction	5	\$1,100.00	\$5,500.00	
-HR #55: Evaluation competencies	8	\$1,100.00	\$8,800.00	
-HR #58: Performance Notes on Evaluations	7	\$1,100.00	\$7,700.00	
-HR #37: Audit trail on Job Descriptions	10	\$1,100.00	\$11,000.00	
-Food Inspections Mod #209-1: Custom field exposed in iG Inspect Mobile App	5	\$1,100.00	\$5,500.00	Maint. Of \$1K has been added for this mod
-Food Inspections Mod #209-2: Ability to include other reports in iG Inspect Mobile App	5	\$1,100.00	\$5,500.00	Maint. Of \$1K has been added for this mod
-Food Inspections Mod #209-3: Inspection Checklist Grouping	5	\$1,100.00	\$5,500.00	Maint. Of \$1K has been added for this mod
-Food Inspections Mod #209-4: Manage non-compliances in iG Inspect Mobile App	5	\$1,100.00	\$5,500.00	Maint. Of \$1K has been added for this mod
-Loans Modification: If 80% of principal is paid, no late fee is assessed	3	\$1,100.00	\$3,300.00	
-Interface: IVR/Outage System to Master Address w/Energov	8	\$1,100.00	\$8,800.00	
-Interface: Outage IVR to Tyler Notify	5	\$1,100.00	\$5,500.00	
-Interface: Sales Tax File to Energov	8	\$1,100.00	\$8,800.00	
-Interface: Teleworks IVR to Energov	8	\$1,100.00	\$8,800.00	
-Interface: Munis and Vermont Systems	14	\$1,100.00	\$15,400.00	
-Interface: Munis and Clancy Parking	14	\$1,100.00	\$15,400.00	
-Interface: Munis and Advanced Utilities	16	\$1,100.00	\$17,600.00	
-Interface: Tyler Incident Management and Advanced Utilities Service Order Request	9	\$1,100.00	\$9,900.00	
-Interface: Munis Work Orders and Advanced Utilities Service Order Request	10	\$1,100.00	\$11,000.00	
-Interface: Munis and PetroVend	3	\$1,100.00	\$3,300.00	
Sub-total Modifications:				\$228,800.00
Tyler Energov Food Inspections Implementation Services	200	\$170.00	\$34,000.00	
P-Card Import Format W/O Encumbrances	1	\$7,500.00	\$7,500.00	
Post Go Live Assistance (3 months)	60	\$1,175.00	\$70,500.00	
Project Management-1/2 Time	9	\$12,500.00	\$112,500.00	
Project Manager (Monthly)	20	\$20,750.00	\$415,000.00	
PR Positive Pay Export Format	1	\$3,000.00	\$3,000.00	
Report Development Assistance	20	\$1,100.00	\$22,000.00	
System Admin & Security	7	\$1,175.00	\$8,225.00	
Testing Assistance	30	\$1,175.00	\$35,250.00	
Tyler Energov Consulting	2000	\$170.00	\$340,000.00	
Tyler Energov Forms	44	\$125.00	\$5,500.00	
Tyler Content Manager Enterprise - Opliview Conversion Implementation Services	7	\$1,175.00	\$8,225.00	
Tyler Energov Report Development Assistance	53	\$125.00	\$6,600.00	
Tyler Energov Training Certificates	80	\$50.00	\$4,000.00	
Tyler Energov Training Services	250	\$147.00	\$36,750.00	
Tyler Forms Library- Payroll	1	\$1,500.00	\$1,500.00	
Tyler Forms Library- Personnel Actions	1	\$2,500.00	\$2,500.00	
Tyler Forms Library- Financial/General Billing	1	\$5,500.00	\$5,500.00	
Tyler Forms Processing Configuration	1	\$0.00	\$0.00	Included with Install fee above
TOTAL:			\$2,106,420.00	
3rd Party Hardware, Software and Services				
Description	Quantity	Unit Price	Total Price	Unit Maintenance Maintenance

CITY OF COLUMBIA, MO ERP PROJECT INVESTMENT SUMMARY

BMI-ASSETTRACK-PPC for MUNIS (Incl. Install Fee)	1	\$6,500.00	\$6,500.00	\$0.00	\$0.00
BMI CollectIT Inventory Scanning System	1	\$6,500.00	\$6,500.00	\$0.00	\$0.00
Cash Drawer	18	\$230.00	\$4,140.00	\$0.00	\$0.00
Hand Held Scanner- Model 4600G	18	\$415.00	\$7,470.00	\$0.00	\$0.00
Hand Held Scanner Stand	18	\$25.00	\$450.00	\$0.00	\$0.00
ID Tech MiniMag USB Reader	18	\$62.00	\$1,116.00	\$0.00	\$0.00
Printer- (EPSON TM-H6000iii)	18	\$1,400.00	\$25,200.00	\$0.00	\$0.00
Power Supply	18	\$40.00	\$720.00	\$0.00	\$0.00
Sympro Cash Mgmt. Impl. Services	70	\$250.00	\$17,500.00	\$0.00	\$0.00
Sympro Cash Mgmt. Training	30	\$250.00	\$7,500.00	\$0.00	\$0.00
Sympro Debt Service Management	1	\$43,750.00	\$43,750.00	\$0.00	\$0.00
Sympro Debt Service Impl. Services	100	\$187.50	\$18,750.00	\$0.00	\$0.00
Emphasys Desktop Solution	1	\$60,000.00	\$60,000.00	\$0.00	\$0.00
Sympro Debt Service Management Training	24	\$250.00	\$6,000.00	\$0.00	\$0.00
Emphasys Desktop Management Training	24	\$250.00	\$6,000.00	\$0.00	\$0.00
Sympro Project Manager	33	\$188.00	\$6,204.00	\$0.00	\$0.00
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$1,650.00	\$0.00	\$0.00
Tyler Unlimited Client Access	1	\$68,250.00	\$68,250.00	\$13,700.00	\$13,700.00
3rd Party Hardware Sub-Total:			\$53,746.00		\$0.00
3rd Party Software Sub-Total:			\$172,000.00		\$13,700.00
3rd Party Services Sub-Total:			\$61,954.00		\$0.00
TOTAL:			\$287,700.00		\$13,700.00

Summary	One Time Fees	Recurring Fees*
Total Tyler Software	\$1,648,216.75	\$461,925.84
Total Tyler Services	\$2,808,441.00	\$0.00
Total 3rd Party Hardware, Software and Services	<u>\$287,700.00</u>	<u>\$13,700.00</u>
Summary Total	\$4,744,357.75	\$475,625.84
Contract Total	\$4,812,057.75	(Includes SW, Services, & 1st Year Maint.)
*1st Year's Annual Maintenance on Tyler Software is waived.		

CITY OF COLUMBIA, MO ERP PROJECT INVESTMENT SUMMARY

Detailed Breakdown of Conversions (Included In Contract Total)

Description	Unit Price	Extended Price
AC Opt 1- Actuals- H	\$3,500.00	\$3,500.00
Ac Opt 2- Budgets- H	\$3,500.00	\$3,500.00
AC Standard COA- H	\$4,000.00	\$4,000.00
AP Opt 1- Checks- H	\$3,400.00	\$3,400.00
AP Opt 2- Invoice- H	\$5,000.00	\$5,000.00
AP Standard Master- H	\$3,000.00	\$3,000.00
FA Opt 1- History- H	\$3,500.00	\$3,500.00
FA Std Master- H	\$5,000.00	\$5,000.00
GB Opt 1- Recurring Invoices- H	\$5,000.00	\$5,000.00
GB Opt 2- Bills- H	\$6,000.00	\$6,000.00
GB Std CID- H	\$2,800.00	\$2,800.00
IN Opt 1- Commodity Codes- H	\$3,000.00	\$3,000.00
IN Std Master- H	\$5,000.00	\$5,000.00
PGA Standard - H	\$4,000.00	\$4,000.00
PG Opt 1- Actuals=H	\$3,500.00	\$3,500.00
PG Opt 2- Budgets- H	\$3,500.00	\$3,500.00
PR Payroll- Option 1 Deductions- D	\$2,800.00	\$2,800.00
PR Payroll- Option 2 Accrual Balances- D	\$2,500.00	\$2,500.00
PR Payroll- Option 3 Accumulators- D	\$2,000.00	\$2,000.00
PR Payroll- Option 4 Check History- D	\$2,000.00	\$2,000.00
PR Payroll- Option 5 Earning/Deduction Hist-D	\$3,500.00	\$3,500.00
PR Payroll- Option 7 PM Action History	\$2,000.00	\$2,000.00
PR Payroll- Option 8 Position Control- D	\$2,000.00	\$2,000.00
PR Payroll Option 9 State Retirement Tables D	\$2,000.00	\$2,000.00
PR Payroll- Standard- D	\$3,000.00	\$3,000.00
Purchase Orders- Standard- H	\$4,500.00	\$4,500.00
Tyler Content Manager EE- AC Opt 2- Budgets (total balances only) up to 3yrs-H	\$4,400.00	\$4,400.00
Tyler Content Manager EE- AP Opt 1- Checks- H	\$1,800.00	\$1,800.00
Tyler Content Manager EE- AP Standard Master H	\$6,500.00	\$6,500.00
Tyler Content Manager EE- BL Option 1- Bills (Header,Detail)-H	\$1,800.00	\$1,800.00
Tyler Content Manager EE- BL Standard Master- Customer Accounts- H	\$1,300.00	\$1,300.00
Tyler Content Manager EE- FA Standard- Master, GL Accounts, Purchase History- H	\$2,600.00	\$2,600.00
Tyler Content Manager EE- GB Option 2- Bills (Header,Detail), Payment History, Invoices- H	\$3,000.00	\$3,000.00
Tyler Content Manager EE- GB Standard- CID- H	\$1,300.00	\$1,300.00
Tyler Content Manager EE- Option 1 Deductions- D	\$1,400.00	\$1,400.00
Tyler Content Manager EE- Option 4 Check History- D	\$1,000.00	\$1,000.00
Tyler Content Manager EE- Optiview Conversion (Non-Munis Content)	\$50,000.00	\$50,000.00
Tyler Content Manager EE- Option 7 PM Action History- D	\$1,000.00	\$1,000.00
Tyler Content Manager EE- Option 8 Position Control- D	\$1,400.00	\$1,400.00
Tyler Content Manager EE- Payroll Standard- Employee, Address- D	\$7,000.00	\$7,000.00
Tyler Content Manager EE- Permits and Code Enforcement- Option 1- Applications- E	\$1,800.00	\$1,800.00
Tyler Content Manager EE- Permits and Code Enforcement- Option 2- Violations- E	\$1,300.00	\$1,300.00
Tyler Content Manager EE- Permits and Code Enforcement- Option 3- Inspections- E	\$1,300.00	\$1,300.00
Tyler Content Manager EE- Purchase Orders- Standard- Open PO's- H	\$3,600.00	\$3,600.00
Tyler Content Manager EE- Work Order Option 1- Work Order Asset- H	\$1,300.00	\$1,300.00
WO Opt 1- Work Order Asset- H	\$5,500.00	\$5,500.00
WO Opt 2- Closed WO History No Cost Data- H	\$8,500.00	\$8,500.00
WO Opt 3- WO History With Cost Data- H (Fleet)	\$8,556.00	\$8,556.00
Energy Data Conversions		
-Business License: Businesses, licenses and permits, charges and receipts, and classification codes	\$8,760.00	
-Inspections & Code: All active cases, case actions, case violation information, generic inspections information, case cash receipts information, user setup and code files	\$4,380.00	
-Inspections & Code: All completed cases, case actions, case violation information, generic inspections information, case cash receipts information, user setup and code files	\$4,380.00	
-Permitting: All active building permits with associated information including general permit information, application names, miscellaneous information, structure setup, application tracking, permit setup, cash receipts & charges, application fees, application documents, inspection results	\$8,760.00	
-Permitting: All completed building permits with associated information including general permit information, application names, miscellaneous information, structure setup, application tracking, permit setup, cash receipts & charges, application fees, application documents, inspection results	\$8,760.00	
Special Assessments / Loans		\$35,040.00
TOTAL:		\$1,200.00
Optional Tyler Software & Related Services		\$242,596.00

CITY OF COLUMBIA, MO ERP PROJECT INVESTMENT SUMMARY

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Performance Based Budgeting	\$85,000.00	33 @ \$1175	\$38,775.00	\$0.00	\$123,775.00	\$15,300.00
Risk Management	\$40,000.00	14 @ \$1175	\$16,450.00	\$0.00	\$56,450.00	\$7,200.00
Employee Expense Reimbursement	\$24,000.00	9 @ \$1175	\$10,575.00	\$0.00	\$34,575.00	\$4,320.00
Standard Fuel Interface	\$5,500.00	7 @ \$1175	\$8,225.00	\$0.00	\$13,725.00	\$990.00
Payroll / HR						
Applicant Tracking	\$8,800.00	4 @ \$1175	\$4,700.00	\$4,000.00	\$17,500.00	\$1,584.00
Tyler Meeting Manager	\$45,000.00	3 @ \$1175	\$3,525.00	\$0.00	\$48,525.00	\$8,100.00
Tyler Content Manager Enterprise Disaster Recovery						\$30,000.00
Productivity						
Tyler Pulse Connection	\$120,000.00	14 @ \$1175	\$16,450.00	\$0.00	\$136,450.00	\$30,000.00
Tyler Pulse Connection (ThirdParty App.)	\$25,000.00	14 @ \$1175	\$16,450.00	\$0.00	\$41,450.00	\$6,250.00
Tyler Content Manager Web License	\$10,000.00	3 @ \$1175	\$3,525.00	\$0.00	\$13,525.00	\$1,800.00
Tyler Pulse Connection (TylerApplication)	\$0.00	10 @ \$1175	\$11,750.00	\$0.00	\$11,750.00	\$0.00
Tyler Content Manager Workflow	\$4,000.00	2 @ \$1175	\$2,350.00	\$0.00	\$6,350.00	\$720.00
Sub- Total:	\$367,300.00		\$132,775.00	\$4,000.00	\$504,075.00	\$106,264.00
Less Discount:	\$55,095.00		\$0.00	\$0.00	\$55,095.00	\$76,264.00
TOTAL:	\$312,205.00	113.00	\$132,775.00	\$4,000.00	\$448,980.00	\$30,000.00
Optional Other Services						

Description	Quantity	Unit Price	Discount	Extended Price
TCM-EE Conversion: Applicant Tracking	1	\$4,000.00	\$0.00	\$4,000.00
Business Process Consulting-Applicant Tracking	1	\$14,000.00	\$0.00	\$14,000.00
Business Process Consulting- Employee Expense Reimbursement	1	\$1,400.00	\$0.00	\$1,400.00
Business Process Consulting- Performance Based Budgeting	1	\$38,500.00	\$0.00	\$38,500.00
Business Process Consulting- Risk Management	1	\$21,000.00	\$0.00	\$21,000.00
Tyler Energov End User Training	380	\$147.00	\$0.00	\$55,860.00
TOTAL:				\$143,360.00

Discount Detail

Description	License	License Discount	License Net	Contract Discount	Contract Net	Maintenance Basis	Maintenance Discount	Year One Maint Net
Financials:								
Accounting/GL/BG/AP	\$255,000.00	\$38,250.00	\$216,750.00	\$10,837.50	\$205,912.50	\$45,900.00	\$45,900.00	\$0.00
Bid Management	\$30,000.00	\$4,500.00	\$25,500.00	\$1,275.00	\$24,225.00	\$5,400.00	\$5,400.00	\$0.00
BMI Asset Track Interface	\$5,500.00	\$825.00	\$4,675.00	\$233.75	\$4,441.25	\$990.00	\$990.00	\$0.00
BMI CollectIT Interface	\$5,500.00	\$825.00	\$4,675.00	\$233.75	\$4,441.25	\$990.00	\$990.00	\$0.00
Contact Management	\$28,500.00	\$4,275.00	\$24,225.00	\$1,211.25	\$23,013.75	\$5,130.00	\$5,130.00	\$0.00
Fixed Assets	\$64,000.00	\$9,600.00	\$54,400.00	\$2,720.00	\$51,680.00	\$11,520.00	\$11,520.00	\$0.00
Inventory	\$64,000.00	\$9,600.00	\$54,400.00	\$2,720.00	\$51,680.00	\$11,520.00	\$11,520.00	\$0.00
Munis Cash Management	\$46,200.00	\$6,930.00	\$39,270.00	\$1,963.50	\$37,306.50	\$8,316.00	\$8,316.00	\$0.00
Project and Grant Accounting	\$40,000.00	\$6,000.00	\$34,000.00	\$1,700.00	\$32,300.00	\$7,200.00	\$7,200.00	\$0.00
Purchase Orders	\$66,000.00	\$9,900.00	\$56,100.00	\$2,805.00	\$53,295.00	\$11,880.00	\$11,880.00	\$0.00
Requisitions	\$46,200.00	\$6,930.00	\$39,270.00	\$1,963.50	\$37,306.50	\$8,316.00	\$8,316.00	\$0.00
Work Orders, Fleet & Facilities Management	\$80,000.00	\$12,000.00	\$68,000.00	\$3,400.00	\$64,600.00	\$14,400.00	\$14,400.00	\$0.00
e-Procurement	\$46,200.00	\$6,930.00	\$39,270.00	\$1,963.50	\$37,306.50	\$8,316.00	\$8,316.00	\$0.00
Payroll/HR:								
HR Management	\$20,000.00	\$3,000.00	\$17,000.00	\$850.00	\$16,150.00	\$3,600.00	\$3,600.00	\$0.00
Payroll w/ESS	\$45,500.00	\$6,825.00	\$38,675.00	\$1,933.75	\$36,741.25	\$8,190.00	\$8,190.00	\$0.00
Professional Development	\$7,700.00	\$1,155.00	\$6,545.00	\$327.25	\$6,217.75	\$1,386.00	\$1,386.00	\$0.00
Revenue:								
Maplink GIS Integration	\$16,500.00	\$2,475.00	\$14,025.00	\$701.25	\$13,323.75	\$2,970.00	\$2,970.00	\$0.00
Accounts Receivable	\$58,500.00	\$8,775.00	\$49,725.00	\$2,486.25	\$47,238.75	\$10,530.00	\$10,530.00	\$0.00
Central Property File	\$2,750.00	\$413.00	\$2,337.00	\$116.85	\$2,220.15	\$688.00	\$688.00	\$0.00
General Billing	\$27,500.00	\$4,125.00	\$23,375.00	\$1,168.75	\$22,206.25	\$4,950.00	\$4,950.00	\$0.00
Tyler Cashiering	\$77,000.00	\$11,550.00	\$65,450.00	\$3,272.50	\$62,177.50	\$13,860.00	\$13,860.00	\$0.00
Special Assessments / Loans (800 Customers with Loans)	\$3,300.00	\$495.00	\$2,805.00	\$140.25	\$2,664.75	\$594.00	\$594.00	\$0.00
Community Development:								
Tyler Energov Business License Software	\$141,950.00	\$0	\$141,950.00	\$7,097.50	\$134,852.50	\$28,390.00	\$28,390.00	\$0.00
Tyler Energov Citizen Access Portal- Licensing/Permitting	\$30,000.00	\$0	\$30,000.00	\$1,500.00	\$28,500.00	\$6,000.00	\$6,000.00	\$0.00
Tyler Energov Citizen Portal- Licensing	\$30,000.00	\$0	\$30,000.00	\$1,500.00	\$28,500.00	\$6,000.00	\$6,000.00	\$0.00
Tyler Energov Decision Engine	\$9,999.00	\$0	\$9,999.00	\$499.95	\$9,499.05	\$2,000.00	\$2,000.00	\$0.00
Tyler Energov Electronic Plan Review	\$59,999.00	\$0	\$59,999.00	\$2,999.95	\$56,999.05	\$11,999.00	\$11,999.00	\$0.00
Tyler Energov GIS Integration	\$35,000.00	\$0	\$35,000.00	\$1,750.00	\$33,250.00	\$7,000.00	\$7,000.00	\$0.00
Tyler Energov iG Enforce Annual Fee	\$0.00	\$0	\$0.00	\$0.00	\$0.00	\$7,080.00	\$7,080.00	\$0.00
Tyler Energov iG Inspect Annual Fee	\$0.00	\$0	\$0.00	\$0.00	\$0.00	\$7,080.00	\$7,080.00	\$0.00
Tyler Energov iG Workforce Server	\$19,999.00	\$0	\$19,999.00	\$999.95	\$18,999.05	\$4,000.00	\$4,000.00	\$0.00
Tyler Energov Permitting	\$141,950.00	\$0	\$141,950.00	\$7,097.50	\$134,852.50	\$28,390.00	\$28,390.00	\$0.00
Tyler Energov Food Inspections - 10 User Permit / Land Management Suite	\$29,999.00	\$0	\$29,999.00	\$1,499.95	\$28,499.05	\$9,998.00	\$9,998.00	\$0.00
Tyler Energov Food Inspections - BiG Workforce (Includes iG Inspect mobile app)	\$7,992.00	\$0	\$7,992.00	\$399.60	\$7,592.40	\$1,998.00	\$1,998.00	\$0.00

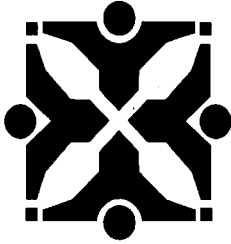
CITY OF COLUMBIA, MO ERP PROJECT INVESTMENT SUMMARY

Tyler Energov Food Inspections - GIS Integration (10 Users)	\$5,000.00	\$0	\$5,000.00	\$250.00	\$4,750.00	\$1,000.00	\$1,000.00	\$0.00
Productivity:								
Munis Office								
Role Tailored Dashboard	\$44,000.00	\$0.00	\$44,000.00	\$2,200.00	\$41,800.00	\$7,920.00	\$7,920.00	\$0.00
Tyler Content Manager Enterprise	\$44,000.00	\$0.00	\$44,000.00	\$2,200.00	\$41,800.00	\$7,920.00	\$7,920.00	\$0.00
Tyler Forms Processing	\$125,000.00	\$18,750.00	\$106,250.00	\$5,312.50	\$100,937.50	\$22,500.00	\$22,500.00	\$0.00
Tyler Reporting Services	\$19,500.00	\$0.00	\$19,500.00	\$975.00	\$18,525.00	\$3,900.00	\$3,900.00	\$0.00
Other:	\$53,000.00	\$0.00	\$53,000.00	\$2,650.00	\$50,350.00	\$13,250.00	\$13,250.00	\$0.00
GASB 34 Report Writer								
Tyler Incident Management	\$28,000.00	\$0.00	\$28,000.00	\$1,400.00	\$26,600.00	\$5,040.00	\$5,040.00	\$0.00
Tyler Notify	\$44,000.00	\$6,600.00	\$37,400.00	\$1,870.00	\$35,530.00	\$7,920.00	\$7,920.00	\$0.00
Citizen Self Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,000.00	\$36,000.00	\$0.00
OSDBA	\$58,500.00	\$8,775.00	\$49,725.00	\$2,486.25	\$47,238.75	\$10,530.00	\$10,530.00	\$0.00
Disaster Recovery	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$27,000.00
	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$30,000.00</u>	<u>\$0.00</u>	<u>\$27,000.00</u>
	\$1,963,738.00	\$228,773.00	\$1,734,965.00	\$86,748.25	\$1,648,216.75	\$482,561.00	\$422,561.00	\$54,000.00

Optional Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Financials:						
Employee Expense Reimbursement	\$24,000.00	\$3,600.00	\$20,400.00	\$4,320.00	\$4,320.00	\$0.00
Performance Budgeting	\$85,000.00	\$12,750.00	\$72,250.00	\$15,300.00	\$15,300.00	\$0.00
Risk Management	\$40,000.00	\$6,000.00	\$34,000.00	\$7,200.00	\$7,200.00	\$0.00
Standard Fuel Interface- SeeComments	\$5,500.00	\$825.00	\$4,675.00	\$990.00	\$990.00	\$0.00
Other:						
Tyler Meeting Manager	\$45,000.00	\$6,750.00	\$38,250.00	\$8,100.00	\$8,100.00	\$0.00
Applicant Tracking	\$8,800.00	\$1,320.00	\$7,480.00	\$1,584.00	\$1,584.00	\$0.00
Tyler Content Manager Enterprise Disaster Recovery	\$0.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00
Productivity:						
Tyler Content Manager Web License	\$10,000.00	\$1,500.00	\$8,500.00	\$1,800.00	\$1,800.00	\$0.00
Tyler Content Manager WorkFlow	\$4,000.00	\$600.00	\$3,400.00	\$720.00	\$720.00	\$0.00
Tyler Pulse Connection	\$120,000.00	\$18,000.00	\$102,000.00	\$30,000.00	\$30,000.00	\$0.00
Tyler Pulse Connection (ThirdParty App.)	\$25,000.00	\$3,750.00	\$21,250.00	\$6,250.00	\$6,250.00	\$0.00
Tyler Pulse Connection (TylerApplication)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total:	\$367,300.00	\$55,095.00	\$312,205.00	\$108,264.00	\$76,264.00	\$30,000.00

* "Gold Level" support has been quoted for these EnerGov products.



Source: City Manager

Agenda Item No:

To: City Council
From: City Manager and Staff

Council Meeting Date: December 2, 2013

Re: Authorizing a software license and service and maintenance agreement with Emphasys Software for treasury management software for the Columbia Financial Enterprise Resource System (COFERS) Project.

EXECUTIVE SUMMARY:

Staff has prepared for Council consideration an agreement with Emphasys Software for treasury management software to be implemented as part of the Columbia Financial Enterprise Resource System (COFERS) Project.

DISCUSSION:

Council Bills B337-13, B338-13 and R239-13 along with the related memos and documentation provide the detailed background and costs regarding the COFERS project which was approved by Council on November 18, 2013. Treasury and cash management software was included in the agreement with Tyler Technologies as a third party offering by Emphasys Software. The agreement with Tyler includes the license fees for the use of this software along with the services to be provided. However, cash management subscription fees, maintenance and support fees are to be paid directly to Emphasys Software under this proposed agreement. Fees are as follows:

- \$16,600 per year (Desktop and Debt Management)
- \$18,000 per year (Cash Management)

Implementation of the cash and debt management software is included in Phase 3 of the COFERS project which will occur from April - December, 2015.

FISCAL IMPACT:

No additional appropriation of funds is necessary. Funds were included in Council Bill 338-13 which was approved by Council on November 18, 2013 which appropriated funds for the COFERS project.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

10 Vision Statement: Columbia's governance is a model of transparency, efficiency and citizen participation that enjoys the strong confidence of its residents.

10.1.8 Strategy: Increase the accountability of the City administration to the City Council and the public.

SUGGESTED COUNCIL ACTIONS:

Approval of the legislation authorizing the software license and service and maintenance plan agreement with Emphasys Software.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$0.00	Duplicates/Expands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	Yes
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	10.1.8
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	