



CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council **DATE:** May 16, 2014

FROM: John McDonough, City Manager

AGENDA ITEM: Consideration of Approval of Tyler Technologies Contract
Amendment - MUNIS to EnerGov Permitting/Electronic Plan
Review Software

MEETING DATE: For Submission onto the May 20, 2014, City Council Regular
Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

Memorandum
Agreement

APPROVAL BY CITY MANAGER: gm APPROVED

PLACED ON AGENDA FOR: 5/14/2014

CITY ATTORNEY APPROVAL REQUIRED: () YES () NO

CITY ATTORNEY APPROVAL: [Signature]

REMARKS:

To: Mayor and City Council

From: John McDonough, City Manager

Date: May 15, 2014 for Submission on May 20, 2014 City Council Agenda

Subject: Tyler Technologies Contract Amendment - MUNIS to EnerGov, Permitting/Electronic Plan Review Software

Background:

The Community Development Department evaluated software packages that provide for the electronic submittal and review of construction drawings. However, no solution could be identified that has a tested link to the City's MUNIS Enterprise Resource Planning (ERP) system.

Tyler Technologies recently purchased EnerGov, a company that provides a permit tracking software package with an electronic plan review module. However, the electronic plan review module is not a stand-alone component and cannot be operated independently from the EnerGov permit tracking system.

Recommendation:

As the EnerGov system is capable of complete integration with the City's MUNIS ERP system, the Community Development Department, in conjunction with the IT and Finance Departments, recommends amending the current agreement with Tyler Technologies to cancel the Permitting license with MUNIS and replacing it with the EnerGov permit suite.

This new software will consist of four components: Software licensing, at a one-time cost of **\$123,528**; Annual support and maintenance (ASM), at an annual cost of **\$40,540** (waived in Year 1); Professional services, at an estimated cost of **\$181,400** (to be billed as delivered); and Related travel reimbursement, at an estimated cost of **\$6,965**.

The total not-to-exceed amount of the conversion will be **\$311,893**.

The initial software licensing cost will be funded through existing FY2014 funding within the Community Development's contractual budget. The remaining funding will be accounted for in the FY2015 Community Development Department Proposed Budget.

Detailed pricing information is attached for reference.

Finance

AMENDMENT

This amendment (“Amendment”) is made this _____ day of _____, 2014 (“Effective Date”) by and between Tyler Technologies, Inc., a Delaware corporation with offices at One Tyler Drive, Yarmouth, ME 04096 (“Tyler”) and the City of Sandy Springs, Georgia with offices at 7840 Roswell Road, Building 500, Sandy Springs, GA 30350 (“Client”).

WHEREAS, Tyler and the Client are parties to an agreement dated January 3, 2011 (the “Agreement”);

WHEREAS, pursuant to the Agreement, Client licensed a MUNIS permitting functionality and related services (“MUNIS Permitting”); and

WHEREAS, Tyler and Client desire to cancel Client’s MUNIS Permitting license and associated maintenance obligations, and replace them with an EnerGov permitting functionality (“EnerGov Permits”), also licensed by Tyler;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Tyler is the successor-in-interest to EnerGov Solutions LLC (“EnerGov”), and continues to sell products from the EnerGov suite of permitting modules, and to provide related services.
2. The EnerGov Permits and related services set forth in the Investment Summary attached at **Exhibit 1** of this Amendment are hereby added to the Agreement. The professional services identified in **Exhibit 1** will be provided according to a mutually agreeable Statement of Work that the parties will negotiate during project kick-off.
3. Tyler shall invoice Client the fees set forth in the attached Investment Summary, with payment due within thirty (30) days of receipt of invoice, as follows:
 - a. Software fees of \$123,528 will be invoiced on the Effective Date.
 - b. Year one maintenance fees of \$40,540 will be invoiced annually in advance, commencing on the Effective Date. **Year one maintenance fees are waived as of the Effective Date.** Subsequent years will be invoiced at Tyler’s then-current rates on the anniversary of the Effective Date.
 - c. Professional services fees will be invoiced on a monthly basis, as delivered.
4. Support on EnerGov Permits will be provided on the terms set forth in the attached **Exhibit 2**.
5. Travel fees are estimated at \$6,965, as set forth in the Investment Summary. On a monthly basis, Client will be invoiced for any actual travel expenses as incurred under Tyler’s then-current Business Travel Policy. Tyler’s current Business Travel Policy is set forth at **Exhibit 3**.
6. On the go-live date of the EnerGov products identified in the Investment Summary, Client’s license to the following the MUNIS “Permits and Code Enforcement” product shall be terminated. Also on that go-live date, Client’s annual maintenance obligations on the “Permits and Code Enforcement” product, currently \$8,913.71, shall be terminated.
7. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
8. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Sandy Springs

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Investment Summary

EnerGov 9 On-Premise

Description	List Price	Offered Price	Users	Annual Support / Maintenance (ASM)	Notes
EnerGov 9 PLM	\$125,706	\$125,706	44	\$25,141	
EnerGov GIS	\$22,000	\$22,000	44	\$4,400	<i>Requires ArcGIS Server 9.3.1 or higher</i>
iG Workforce Mobile	\$10,000	Not quoted	Not quoted	Not quoted	<i>Can be removed upon request</i>
EnerGov ePortal (PLM)	\$30,000	\$24,999	Server License	\$4,999	
EnerGov eReviews	\$59,999	\$29,999	Server License	\$6,000	
Totals:	\$247,705	\$202,704		\$40,540	<i>Offered price contains embedded discount of \$35,001 + 12K ASM savings</i>

Professional Services

Description	List Price	Hours	Cost / Rate	Total Cost	Notes
Pre Project Administrative Training	n/a	80	\$125 / hour	\$10,000	<i>System Admin Training at EnerGov Offices</i>
Project Management, Consulting & Implementation Services	n/a	800	\$170 / hour	\$136,000	<i>Billed monthly as incurred</i>
Report Development Services	n/a	120	\$170 / hour	\$20,400	<i>Billed monthly as incurred</i>
On-Site Training & Production Support Services	n/a	120	\$125 / hour	\$15,000	<i>Billed monthly as incurred</i>
Integration Services	n/a	0	\$219 / hour	0	<i>Munis GL Interface Included</i>
Data Conversion	n/a	<u>included</u>	\$219 / hour	<u>included</u>	<i>Conversion of Legacy Data from MUNIS Permits Only</i>
Totals:	n/a	1120		\$181,400	

System Enhancements Per Requirements Doc

Description	Estimated Hours	Cost / Rate	Total Cost	Notes
Sandy Springs requires the ability to place holds on addresses whereas EnerGov currently provides the ability to place holds on parcels	80	\$219 / hour	\$17,520	Not included in total below – only if customer opts to include this feature
Sandy Springs would like the ability to change labels on EnerGov address forms to be in line with nomenclature and structure that makes sense in light of their business processes	n/a	n/a	n/a	<i>This feature is being added free of charge in an upcoming EnerGov Service Pack</i>
Totals:	80		\$17,520	

Travel Expenses

Description	Trips	Cost / Rate	Total Cost	Notes
Includes: All transportation, lodging and per diem	7	\$995 / resource	\$6,965	<i>Actual expenses will be billed in accordance with Tyler's standard travel policy</i>
Totals:		7	\$6,965	

Proposal Summary

Software: \$ 202,704 → *includes embedded discount of 35K off List Price as denoted in table above
Munis Credit: \$ **38,000**
 Software Subtotal: \$ 164,704
Less 25% Discount: \$ **41,176** → *increased an additional 5% for a total of 25%

Total Software: \$ **123,528** → *includes total discounts / credits of \$114,177

Total Services: \$ 181,400
 System Enhancements: \$
 Travel Expenses: \$ 6,965

Total Proposed Cost: \$ 311,893 **Annual Support / Maintenance:** \$ 40,540

Comments

Pricing for optional items will be held for six (6) months from the Effective Date of the Amendment.

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

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

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

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

Pricing for optional items will be held for six (6) months from the quote date.

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

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Exhibit 2

Support Call Process

**** FOR PURPOSES OF THIS EXHIBIT, ALL REFERENCES TO “ENERGOV” SHALL BE UNDERSTOOD TO REFER TO TYLER. ****

Table of Contents

1 Standard Support Services

1.1 Support Services Introduction and Definitions

EnerGov dedicates considerable time and money insuring that our customers have available the support services that meets or exceeds our customer’s expectation. Customer Service and Customer Support excellence permeates to every department and every employee of EnerGov.

Customer Support is an EnerGov Support Services provides Fault and non-Fault support.

1. Fault Support
2. Non-Fault Support -
 - a. Enhancement Support
 - b. User Comfort Support

1.2 Fault Support

Fault Support is needed when you are unable to perform required tasks within the EnerGov system.

1.3 Non-Fault - Enhancement Support

Enhancement Support includes the periodic updating of the EnerGov applications with software updates or new version releases of the same “type” of software the customer has. Procedures for implementing new versions are provided when the new version is issued.

1.4 Non-Fault - User Comfort Support

User Comfort Support includes a wide variety of services included with your EnerGov Software Support Agreement.

User Comfort Support also includes certain fee-based support. For example, the development of completely new Crystal Reports to interact with and imbed in EnerGov, is available for a modest fee. Other examples of fee-based support include the providing of applications or services beyond the scope of the original agreement between your organization and EnerGov. In those cases, EnerGov is happy to quote the additional costs.

1.5 Support Table

The following table provides a broad sampling of support issues and the responsible for those support issues.

EnerGov Support Responsibility	Client Support Responsibility
EnerGov Application	
Correct Application Errors	Report Application Errors
Crystal Reports	
Offer (cost-based) Training Classes for Crystal Reports	Create new Crystal Reports
Answer questions about Report Locations/standard content	Modify/Enhance existing Crystal Reports
Assist with inclusion of customer-created reports into EnerGov	
Letters/Forms (included MS Word documents)	
Answer questions about letters/forms location/access	Create/Modify MS Word Forms within EnerGov
Setup/Configuration	
Answer questions about custom configurations	Add new case "types" to Permitting, Planning, etc
	Modify/Delete existing case "types"
	Add/Modify/Delete accessory data to "types" (i.e. fees, etc)
	Add/Modify/Delete custom pages/fields
Answer questions regarding User Security	Add new users and assign security levels
	Modify/Update user Security
	Create/modify "role" levels
	Setup User Report Security
Answer questions regarding GIS interface	Setup/Modify Geo Rules
Application Server	
Provide Updates/Upgrades to Customer IT	Apply/Implement Updates/Upgrades
Provide Update/Upgrade online/phone training	
Provide technical assistance for Updates/Upgrades	
Database Server	
	Perform backups, maintenance, views, security, upgrades or patches
	Make no modifications to security or database structures
	create views or added security levels for end users
General Training	
Provide Training facilities for Customer Training at EnerGov	Provide training for new employees
Provide limited remedial phone-based training	
Application Operations	
Answer questions regarding application data entry	
Answer questions regarding EnerGov search features	
Answer questions regarding "what if" with EnerGov applications	

2 EnerGov's Responsibilities to You

EnerGov is committed to providing superior support for your EnerGov system. EnerGov Support Technicians are highly trained and intimately familiar with the EnerGov application. Because they work directly with government agencies throughout the U.S. and internationally, they are well versed on the type of work accomplished by customers like you.

2.1 EnerGov Help Desk

EnerGov maintains the Help Desk in Duluth, Georgia. EnerGov support is never handled by any “offshore” service provider. EnerGov’s development team is located in the same facility as EnerGov’s Help Desk. If an issue develops requiring the assistance of the development team, Help Desk technicians have unlimited access to those who develop and maintain the software. All software EnerGov provides is developed “in-house.”

If, in the process of diagnosing a potential EnerGov support issue, it is discovered that a peripheral system is the cause of a fault, EnerGov will notify you so that you may contact the support agency for that peripheral system. EnerGov cannot support or maintain any hardware or third-party software.

2.2 Unlimited Phone Support

Unlimited Phone Support is available during our normal support hours (7 a.m. to 8 p.m. EST, Monday through Friday except certain holidays). Certain customers, those with Platinum Support, have access to EnerGov’s Help Desk 24/7.

EnerGov phone support is available on the days and during the times that you are engaged in your daily work assignments. When you need it, it’s there. Phone support is available at 888.355.1093 then press “2” for a Customer Support Technician.

2.3 Unlimited Email Support

You may send EnerGov support questions or issues to support@energov.com. This account is continuously monitored during normal support hours. EnerGov’s response will be directed back to the senders email, unless a request for voice contact is made in the email and a proper phone number is provided.

2.4 Upgrades

“Same Type” Upgrades (see following for definition of Same Type): If you have continuously paid for Software Support since the initial licensing of the EnerGov Software, EnerGov makes available, at no cost to you, minor and major releases of the EnerGov software of the same type you have already purchased. If there are gaps in your Software Support, you should contact EnerGov’s Help Desk for information about becoming eligible for free upgrades. EnerGov provides direct support for the two (2) most recent major versions of EnerGov software.

“Same Type” means you have one type of EnerGov Software (a Desktop Suite, for example, and you desire to change to the EnerGov Browser-based Suite). Consult with your Sales Representative for costs, particularly the costs of implementing the new type of software.

2.5 Remote Support

In the process of providing user’s support there may be times when it is desirable for the EnerGov Help Desk technician to access, through the Internet, a user’s PC and view the support needed directly from the user’s desktop. EnerGov uses third-party software such as PC Anywhere, LogMeIn123 or BLive, to accomplish this. Permission is required from the user whose desktop is being accessed before EnerGov can, or will, access the PC and the user must agree to the installation of the small application that allows remote access. EnerGov cannot access and is, in fact, prevented from accessing the user’s PC without the user’s granting that access.

2.6 Response Time

EnerGov cannot guarantee a resolution time but EnerGov will work diligently to resolve all issues and concerns as quickly as possible

3 Customer Responsibility

3.1 Provide Named “Single Point” Contact Persons

Business Contact: The Business Contact person liaises with EnerGov on issues dealing with business and/or contractual issues. This individual typically contacts EnerGov to make changes in the EnerGov contract, such as adding more licenses, expanding services to include new custom reports, etc. Email and phone information should be provided to EnerGov’s Help Desk during the software implementation. Additionally, a “backup” person should be assigned.

Technical Contact: The Technical Contact is responsible for the technical aspects of EnerGov Product. This person liaises

directly with EnerGov for all technical issues. The Technical contact should have a minimum level of technical experience and training. (See Appendix C.) Email and phone information should be provided to EnerGov's Help Desk during the software implementation. Additionally, a "backup" person should be assigned. Calls to EnerGov's Help Desk are typically made by this individual or their backup person.

3.2 VPN Access for EnerGov Support Personnel

Resolution for certain support issues may require access to the EnerGov Server located within your agency, usually in a server room with other computers and communication equipment. The customer should provide VPN access through the existing firewall into the EnerGov Server. This allows the EnerGov Support Technician to make changes, install software updates and upgrades. Once granted access, EnerGov Support Technicians follow all security requirements you require from us.

3.3 Hardware and Other Systems

Customer will need to insure that the following items have been addressed. This is critical for EnerGov to provide the highest level of support:

- Hardware should be maintained for all CPUs executing EnerGov products
- Support contracts for all third-party software (for example, operating system, database management system, etc.) associated with EnerGov products should be maintained. EnerGov does not support these third-party products.
- Database backups should be scheduled on a daily basis and verified that they are successful.

4 Gold Level Customer Support - Help Desk Support Procedures

4.1 Fault Support

When reporting a fault to the Help Desk, please have all the following information available:

- A business explanation of the issue's severity.
- Application and revision of current version.
- Module or screen where fault occurred
- Description of the fault, including specific steps taken to initiate the fault
- Whether it is repeatable or random fault
- Other data or information useful in determining resolution
- Self assessment of the priority level that should be assigned to this fault (please see Fault Priority Levels listed below or the full list of Priority Levels in Appendix A)

4.2 Fault Priority Levels (See Appendix A for complete list of Priority Levels)

Priority Level	Definition	EnerGov Response	Goal Resolution Time ***
1	Production/system is down and work cannot continue until problem is fixed. Or system is executing but not usable* output is generated.	All parties to work continuously until problem is resolved.	ASAP, with status reports daily if not fixed within 24 hours.
2	Inaccurate or loss of business data. The output is not being saved correctly or the defect prevents the nominal** solution from being generated. Problem is occurring in a business critical module, and there is no work-around.	Work should continue on a normal workday basis until a permanent solution is in place.	72 hours, with status reports every two days, if not fixed within 72 hours.
3	Issue is not critical to the business or there is a workaround to an otherwise priority 1 or 2 issue.	Resolution is worked into a planned project repair and development schedule.	Next Available Release

* Not usable is defined as the customer cannot use the product in the live production environment to fulfill a critical business need, for which the product was intended.

** Nominal is defined as the output normally generated when no anomalies are occurring.

*** The 24-hour goal is in clock hours for all Priority 1 problems. The 72-hour goal is clock hours for Platinum & Premium EnerGov Customer problems and 3 business days (Monday through Friday, excluding EnerGov holidays) for Standard EnerGov customer problems.

4.3 “Non-Fault” Support

Non-fault support typically has a low priority level and, depending on the request, can be handled at a mutual time agreeable to the user and the Support Technician. Many non-fault support questions are handled immediately. For example, “show me how to create a custom field.” In cases like these, the EnerGov Support Technician may “log into” the user’s system and provide “hands-on” instruction and direction. (Note: Requests dealing with changes in the EnerGov configuration must come through an authorized, pre-designated individual who has authority to make decisions regarding the EnerGov configuration).

4.4 EnerGov Customer Resource Management system

All Help Desk Calls are logged into the EnerGov Customer Resource Management System (CRM). This system assists in tracking detail information about all issues encountered by EnerGov’s Help Desk. This includes your questions, issues, and problems. All issues are assigned a unique case number. Each incident contains information such as:

- Case Number
- Issue Type
- Customer Contact Information
- Account Manager
- Software/Hardware involved versions, revisions, etc.
- Affected Application/Transaction/Screen/Activity
- Error Codes
- Case Description
- Severity Explanation
- Priority
- Status and Completion Codes
- Actions (with narrative) taken
- Case Resolution
- Time and Date Stamping of all activity

EnerGov’s assures timely escalation and status feedback. This system allows us to identify recurring problems, report trends,

and recommend system fixes or additional training and education, as appropriate. Effective use of issue history and configuration data enhances issue resolution and provides greater overall satisfaction with the EnerGov products.

4.5 Escalation

Fault reporting and other Help Desk requests are addressed in accordance with their associated priority levels (See Appendix A). EnerGov relies on you to fully explain the severity and impact on your business to properly set realistic priority levels on all issues.

EnerGov Help Desk Technicians are highly trained, both technically and operationally on the EnerGov applications. Most Help Desk calls are resolved effectively and efficiently. In the event a fault is reported that the Help Desk Technician is unfamiliar with or unaware of, he or she will immediately internally escalate to see if the reported fault is a known fault for which a fix is available or if it is a new fault reported for the first time. New faults are immediately (logged and) escalated to EnerGov's Professional Services or Research & Development Teams, which may provide assistance in finding a short-term "work-around" until a permanent fix can be determined and issued through a software update.

After a fault is reported and a priority assigned, you may feel that the priority is incorrect. Typical reasons for a priority escalation are:

- Problem has become more frequent or more severe since initial report
- Issue has been unresolved for an unexpected amount of time

Internal escalation is a regular feature of EnerGov's Help Desk procedures. Team Supervisors and Managers are aware of and following high priority fault reporting. However, if you feel that your Help Desk Technician fails to appreciate your unique issues, please ask to be transferred to his or her supervisor.

4.6 Closure

EnerGov provides closure, which may include written documentation, a program fix, a procedural work-around, or some other solution or material. After we feel the issue has been fully responded to, we will request a confirmation from you to close the issue. If we don't get confirmation back within 48hr's we will consider the issue resolved and close the case. Once a case is closed a confirmation email will be sent to the contact that is listed in the CRM.

5 Premium Level Customer Support - After-Hours Support

5.1 After-Hours Support Calls

This service is available only to EnerGov Customers covered by an After-Hour Support Agreement. Additionally, only "emergency" fault issues of Priority level 1 or 2 qualify for after-hour support. EnerGov reserves the right to postpone resolution of non-emergency faults until normal business hours should the resolution require software modifications beyond the scope of the Help Desk.

Premium Customers are provided the pager number of the "on-call" Help Desk technician. Fault Support is requested by paging the "on-call" person, who will respond to the page within 30 minutes. Priority 1 or 2 Goal Response times (See Appendix A) is followed.

When reporting an issue to the Help Desk, the customer should have all basic information and as much of the following data as possible available:

- A business explanation of the issue's severity
- Application and revision (obtained from Help - About)
- Module or screen where problem occurred
- Detailed description of the problem, not generalities
- Whether it is repeatable or random
- Error logs or other data useful in determining resolution

5.2 Resolution Process

During after-hours, support will focus on getting you back up and running. (Discussing, analyzing, and providing corrective action/information).

On-Call support personnel are equipped with the appropriate materials to resolve emergency issues and have escalation paths defined for issues that cannot be resolved by the initial analyst. The support analyst may suggest a viable business alternative to relieve the emergency situation, and then he or she will log the issue to be resolved according to the priority response schedule.

5.3 Wellness Review

The EnerGov Wellness Review visit, included with Premium and Platinum Support levels, evaluates the current use of the EnerGov Product Suite relative to current business requirements, with the objective of identifying opportunities for the Customer to gain additional value from the software already owned. During this review, a senior consultant will perform the following:

- Review the current setup and implemented functions
- Review the current procedures and workflows
- Discuss business issues and initiatives
- Review usage with each key user
- Discuss functionality not currently used and its application, as appropriate
- Discuss alternative or additional procedures
- Discuss future upgrade issues and requirements
- Provide some direct assistance (tips, did you knows, model suggestions, etc.)

The feedback of this review is a written report outlining opportunities for improvement. Typically the Customer may implement many of these opportunities, without any outside assistance. Where EnerGov can assist, we will offer to provide a separate quote or proposal, if requested.

The terms of this service are as follows:

- For each Customer on Platinum support, EnerGov will schedule two 3-day Wellness Reviews each year.
- The Wellness Review must occur during the EnerGov year and must be at least 6 months after the preceding review – thus Wellness Review days cannot be accumulated.
- Reviews are scheduled on a first-come-first-served basis, on a mutually set date, usually within 1 month of being requested. To schedule your review, call Nathan Borrer at 888-355-1093 or e-mail at nborrer@energov.com.
- The Customer is responsible for travel expenses and will be quoted at the time of the request. As always, EnerGov will work with the Customer to minimize those expenses – scheduling in advance often saves significant expenses.
- Wellness Reviews can also be scheduled by existing customers with the standard support package on an as needed basis. 3-day wellness visits will be charged according to the current EnerGov services rate (plus travel expenses) at time of request.

If you have any questions about this service, please call your EnerGov Sales Representative.

5.4 Tracking and Closure

Afterhours tracking and closure are identical to Gold Level customer support.

6 Software Enhancement Requests

EnerGov accepts and logs all product enhancement requests and passes these requests to EnerGov's Research & Development Department. These requests are assigned a priority based on their general ability to deliver benefits to our Customer base then logged into our tracking system and reviewed quarterly for inclusion into new product releases. These requested enhancements are evaluated with respect to internal development plans and are selected based upon several criteria, including: effort versus benefit, applicability to Customer base and prospects, consistency with best land management systems practices and with our technical and functional development strategic direction. Customers can request a status of any particular requested enhancement, and EnerGov will provide: 1) whether the feature has been evaluated as yet; 2) if it has been scheduled for a release, and if so the planned release date; 3) if it has been accepted as a good idea, but not yet selected for development; or 4) if it was rejected and why. Generally a request is rejected only if it is not generic enough to become part of a packaged product or if it is not consistent with our concept of best land management practices.

If a customer enhancement request cannot be delivered in time to meet a Customer's critical business need and it meets our "best land management practices and generic tests, then a Customer or group of Customers may request EnerGov to deliver

the enhancement outside of a standard product release. This will be done at the Customer's cost on a "time and materials" basis. In most cases enhancements sponsored in this manner will be rolled into the standard product in one of the next releases.

7 General Terms of Software Support

7.1 Software definition of the EnerGov System

The EnerGov system includes only the EnerGov Software suite of products.

The EnerGov system does not include components outside of the EnerGov Products (e.g., operational questions, network problems, database errors, phone lines, or configuration).

7.2 Coverage

EnerGov covers the diagnosis and repair of product faults in EnerGov Products. Faults are defined as processing which prevents the product from performing as designed. EnerGov reserves the right to classify issues as faults, feature enhancements, or non-product related issues. Faults are covered in this agreement. Suggested product feature enhancements are taken as information to be considered in future version releases. *Non-product related issues* are often the root cause of apparent EnerGov Product faults. These are likely to be database errors, network problems, firewall issues, or operating system configuration errors. Support does not cover resolving non-EnerGov product problems, such as database, operating system, network or other related applications, which are directly affecting the performance and abilities of EnerGov products. EnerGov support will work with you to identify the source of these problems. When a non-product related issue is identified as the root cause, it is the customer's responsibility to resolve the problem. If the Customer desires additional EnerGov assistance on a non-product related issue, "time and material" charges will apply, over and above the fees paid for EnerGov Support.

7.3 On-Site Support

The fee for EnerGov Support does not cover the cost of EnerGov employees traveling to a customer's site to resolve product issues. EnerGov will attempt to resolve all issues without travel; however, if travel is required to resolve a Priority 1 or 2 issue, the customer is responsible for all travel expenses. EnerGov will not charge for the labor to resolve a product-related issue or technical question.

EnerGov reserves the right to handle all support related issues remotely as a first level of support until all attempts to resolve the issue have been exhausted, and the Customer agrees in advance to pay the travel expense. The fee for EnerGov Support does not cover the cost to assist in performing product upgrades on-site. In most cases, with qualified Customer personnel, phone and dial-in/internet (webinar) support for upgrades is sufficient. However, when releases involve database changes or any customization has been performed, and it is desired to minimize impact on the production environment, then it is often advisable to use EnerGov assistance in performing the upgrade. Time and travel expense will be charged at the then current rates.

7.4 Exceptions

Any problem resulting from the misuse, improper use, unauthorized alteration, or damage of the software; any problem caused by the modification not authorized by EnerGov; or any problem resulting from the combination of EnerGov Products with hardware, programming or other equipment to the extent such combination has not been approved by EnerGov are not covered by this EnerGov Support agreement. Any resolution to these problems will be on a "time and materials" basis at the then current Professional Services rates for Technical Consultants.

7.5 Limitation on Back-Level Support

If Customer chooses not to install any Release, EnerGov will, at Customer's request, use its reasonable efforts to maintain versions of the Software prior to the Current Release (and the one Release immediately preceding the Current Release), subject to an additional charge, and subject to availability of EnerGov technical support staff.

8 Master Customer Agreement & Software Support Agreement

THIS SUPPORT MANUAL IS NOT A LEGAL CONTRACT BETWEEN ENERGOV AND YOUR ORGANIZATION OR ANYONE ELSE. LEGAL TERMS AND CONDITIONS ARE SPECIFIED ONLY IN THE MASTER CUSTOMER AGREEMENT AND ASSOCIATED SOFTWARE SUPPORT AGREEMENT SIGNED BY YOUR ORGANIZATION AND ENERGOV. This document will be updated from time to time and EnerGov does not warrant that this document is accurate.

9 Appendix A: Customer Support Priority Levels – Fault and Non-Fault Levels

Priority Level	Definition	EnerGov Response	Goal Resolution Time ***
1	Production/system is down and work cannot continue until problem is fixed. Or system is executing but not usable* output is generated.	All parties to work continuously until problem is resolved.	ASAP, with status reports daily if not fixed within 24 hours.
2	Inaccurate or loss of business data. The output is not being saved correctly or the defect prevents the nominal** solution from being generated. Problem is occurring in a business critical module, and there is no work-around.	Work should continue on a normal workday basis until a permanent solution is in place.	72 hours, with status reports every two days, if not fixed within 72 hours.
3	Issue is not critical to the business or there is a workaround to an otherwise priority 1 or 2 issue.	Resolution is worked into a planned project repair and development schedule.	Next Available Release
4	Non-Fault trivial, cosmetic, “ought-to-be” or ease of use issues	Resolution deferred or development efforts are scheduled in the involved program(s) or software module.	Future Release
5	Non-Fault Support: - New-report creation, outside the contracted scope of work from the initial implementation, is available for additional costs. Assistance with modifications to existing reports is accomplished as time permits. Other non-fault support requests are handled as time permits, usually immediately or, in some cases, after scheduling through the user.	If there is an urgent business need for a report modification, advise the Help Desk Technician.	(ask for a time quote)

* Not usable is defined as the customer cannot use the product in the live production environment to fulfill a critical business need, for which the product was intended.

** Nominal is defined as the output normally generated when no anomalies are occurring.

*** The 24-hour goal is in clock hours for all Priority 1 problems. The 72-hour goal is clock hours for Platinum & Premium EnerGov Customer problems and 3 business days (Monday through Friday, excluding EnerGov holidays) for Standard EnerGov customer problems.

10 Appendix B: EnerGov Support/Maintenance Packages and Services *

Package	Description	Pricing
Gold Package (standard)	Standard Support / 7 am to 8 pm Eastern Time on normal business days for Phone, Email, Desktop Streaming	20% of software cost
Platinum Package	Standard Support + <ul style="list-style-type: none"> 5 passes to annual Users Group/year* *does not include travel (transportation, meals, lodging, etc) 10 custom developed reports/year Onsite wellness visits 2x/year 	28% of software cost (\$20,000/yr minimum upgrade from Gold Package)
Package Add-ons	Description	Pricing
Premium option	24 hour support	See Table Below
Additional Support Services	Description	Pricing
Custom Reporting	On-Demand Custom Reporting Services (not included in Standard Support)	\$175/Hr
Custom Development Services (not included in proposal)	<ul style="list-style-type: none"> Custom Software Development (Data Conversion / Integration Services 	\$250/Hr \$225/Hr
Onsite Training	Professional Onsite Training Services	\$175/hr
System Administration Services		\$175/hr

* Effective January 1, 2014

24/7 Support Option Pricing – EnerGov Software

EnerGov License Value	% of Software Rate
<250k	Minimum 20k/yr
250k-500k	8%
500k-750k	7%
750k-1M	6%
1M+	5%

11 Appendix C: Technical Contacts – Minimum Recommended Training

The following minimum recommended training is necessary for your Technical Contacts to perform basic system and database administration and to allow EnerGov to effectively provide the support outlined in this document. Please note that systems administration of the EnerGov product is not included within EnerGov's standard support and maintenance.

- Basic application specific functions and utilities (provided as part of a typical EnerGov Install as System Administration training):
 - Start-up Shut-down EnerGov Product
 - Insert, Update, and Delete basic setup data through EnerGov Product
 - Setup, add, modify, and delete, specific business data and fees
 - Troubleshoot basic EnerGov application
 - Add and Modify users, roles, and permissions

- Intermediate application diagnostic and correction skills (provided by EnerGov as additional training):
 - Be able to back-up and restore your database
 - Understand and know how to configure your ini files
 - Learn how to diagnose common errors
 - Attach, Detach, and backup of EnerGov database
 - Basic Crystal Report Writing training

Note: EnerGov provides technical support under EnerGov's standard support and maintenance program. If system or database administration support is requested and provided, EnerGov will bill for the time required on an hourly basis at its then current, published rates.

Exhibit 3

Business Travel Policy

1. Air Travel

A. Reservations & Tickets

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

Employees are encouraged to make reservations far enough in advance to take full advantage of discount opportunities. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

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

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

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates range from \$46 to \$71. A complete listing is available at www.gsa.gov/perdiem.

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

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

B. Same Day Travel

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

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

5. Entertainment

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

6. Internet Access – Hotels and Airports

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

Effective Date: April 1, 2012