



## SERVICES AGREEMENT

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

WHEREAS, Client is in need of Annual Assessment Services; and

WHEREAS, Tyler is agreeable to performing said services to fulfill the needs of the Client;

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

### SECTION A – DEFINITIONS

- **“Agreement”** means this Services Agreement.
- **“Client”** means the City of Manitowoc, Wisconsin, 900 Quay Street, Manitowoc, WI 54220.
- **“Effective Date”** is December 1, 2015 or the date on which your authorized representative signs the Agreement, whichever is later.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, severe or unusual weather or climatic conditions which exist for a substantial period of time, extreme inflation (defined as eight percent or greater per year) or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the total fixed price and per diem rates to complete the services described in this Agreement, attached as [Exhibit A](#).
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as [Exhibit B](#).
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

### SECTION B – PROFESSIONAL SERVICES

1. **Services**. We will provide you the professional services, consistent with industry standards, as described in the Statement of Work attached hereto as [Exhibit C](#).
2. **Professional Services Fees**. You agree to pay us the professional services fees in the amounts set forth in [Exhibit A](#) – Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. **Services Warranty**. We will perform the services in a professional, workmanlike manner, consistent with industry standards and the specifications described in the Statement of Work – [Exhibit C](#).

4. Site Access and Requirements. You agree to provide us with full and free access to your personnel as may be reasonably necessary for us to provide services, subject to any reasonable security protocols or other written policies provided to us.
5. Client Assistance. You acknowledge that the services we provide under this Agreement are a cooperative process which may require the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for the services. This cooperation includes at least working with us to schedule the services you have contracted for. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
6. Change in Legal Requirements. The parties acknowledge that the terms and conditions of this Agreement are based on the laws, rules and regulations as of the Effective Date. In the event any applicable laws, rules or regulations change so as to create additional work for us not provided for in this Agreement, Client shall allow us a reasonable extension of time to complete the services, and additional compensation as provided in Section C(3) below.
7. Data Ownership. You retain all ownership to the data collected by us as necessary to provide the services. We shall not use or copy any such data except to the extent necessary to provide the services pursuant to the terms of this Agreement.

#### **SECTION C – INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the fees for the services as per our Invoicing and Payment Policy, subject to Section C(2).
2. Invoice Disputes. If you believe any delivered service does not conform to the warranties in this Agreement, you will provide us with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services if you fail to pay an invoice not disputed as described above.
3. Additional Services. The Investment Summary contains the related costs required for the project based on our understanding of the specifications you supplied and of the laws, rules and regulations applicable to the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum outlining the costs for the additional work. The price quotes in the addendum will be valid for thirty (30) days from date of issuance.

## SECTION D – TERM AND TERMINATION

1. Term. This Agreement shall commence on the Effective Date and shall continue through November 30, 2016. This Agreement may be renewed upon written mutual agreement of the parties.
2. For Cause. You may terminate this Agreement for cause in the event we don't cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of receiving a written notice of the alleged breach. You agree to comply with Section F(2), Dispute Resolution, prior to termination. In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the services you have received, or we have incurred and/or delivered, prior to the effective date of termination.
3. For Convenience. Either party may terminate this Agreement for convenience on thirty (30) days prior written notice to the other party. In the event of termination for convenience, you will pay us for all undisputed fees and expenses related to the services you have received, or we have incurred and/or delivered, prior to the effective date of termination.
4. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the services you have received, or we have incurred or delivered, prior to the effective date of termination.

## SECTION E – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

### 1. Property Damage and Personal Injury Indemnification.

1.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by our negligence or willful misconduct, and with respect to the degree to which you and your agents, officials and employees are free from negligence.

1.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct, and with respect to the degree to which we and our agents, officials and employees are free from negligence. Nothing contained in this Section E(1.2) is intended to be a waiver or estoppel of your or your insurer to rely upon the limitations, defenses and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes 5.893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

2. **DISCLAIMER**. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTION E(1) ABOVE.
4. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF TAX REVENUE OR CLAIMS RELATED TO VALUATION OF PROPERTY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
5. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability with respect to appraisal services of at least \$1,000,000 aggregate; and (d) Workers Compensation complying with applicable statutory requirements. We will add you to our Commercial General Liability insurance policy as an additional insured, and will provide you with copies of certificates of insurance upon written request.

#### **SECTION F – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services.** You may purchase additional services at our then-current list price by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
3. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes arising from our performance of this Agreement.
4. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable

law.

5. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
6. Conflict of Interest. We covenant that we have no public or private interest, and will not acquire directly or indirectly any interest that would conflict in any manner with the performance of our services. We warrant that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of yours as wages, compensation or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Tyler in connection with any work contemplated or performed relative to this Agreement.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. No Assignment. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that your consent is not required in the event we have a change of control.
9. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
11. Purpose/Use Of Appraisals. Tyler by virtue of this agreement is contracted to provide certain services specified herein and recommendations of value to the Client which are intended for exclusive use by the Client for determinations of assessment for ad valorem tax purposes. Any use other than that stated above is not authorized nor intended, and most specifically excluded is an opinion of value used for federally related real estate transactions or other mortgage purposes
12. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
13. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
14. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
15. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
16. Notices. All notices or communications required or permitted as a part of this Agreement must be in

writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

17. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
18. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
19. Non-Solicitation. During the term of this Agreement and for a period of six (6) months following the termination of this Agreement, you will not (i) solicit for employment, or (ii) hire, any employee of ours without our express written consent.
20. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
21. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin.
22. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.

23. Records and Inspection of Work. Tyler shall retain and maintain all of its records pertaining to this Agreement during the term of this Agreement and for a period of 3 years following its completion. During the term of the Agreement and during the records retention period, Tyler shall make such records available for inspection by the Client at up to one (1) time per year with a minimum one (1) week advanced notice and at the Client's expense.

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

- |           |                              |
|-----------|------------------------------|
| Exhibit A | Investment Summary           |
| Exhibit B | Invoicing and Payment Policy |
| Exhibit C | Statement of Work            |

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

Tyler Technologies, Inc.  
Appraisal & Tax Division

City of Manitowoc, Wisconsin

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

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

Name: Abby Diaz

Name: Justin M. Nickels

Title: Associate General Counsel

Title: Mayor

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

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

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

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

Name: Andrea Fravert

Name: Jennifer Hudon

Title: Corporate Attorney

Title: City Clerk

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

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

Address for Notices:

Tyler Technologies, Inc.  
4100 Miller Valentine Court  
Moraine, OH 45439  
Attention: David J. Johnson,  
President CLT Appraisal Services

Address for Notices:

City of Manitowoc, Wisconsin  
900 Quay Road  
Manitowoc, WI 54220  
Ms. Sarah Hoppe,  
City Assessor

STATE OF MAINE )

) ss.

COUNTY OF CUMBERLAND )

Personally came before me this \_\_\_ day of \_\_\_\_\_, 2015, the above signed Abby Diaz and acknowledged that she executed the foregoing instrument on behalf of Tyler Technologies, Inc.

Notary Public

My Commission Expires: \_\_\_\_\_





STATE OF MAINE )

) ss.

COUNTY OF CUMBERLAND )

Personally came before me this \_\_\_ day of \_\_\_\_\_, 2015, the above signed Andrea Fravert and acknowledged that she executed the foregoing instrument on behalf of Tyler Technologies, Inc.

Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF WISCONSIN )

)ss.

COUNTY OF MANITOWOC )

Personally came before me this \_\_\_ day of \_\_\_\_\_, 2015, the above signed Justin M. Nickels, Mayor, and Jennifer Hudon, City Clerk, City of Manitowoc, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority.

\_\_\_\_\_

Notary Public  
Manitowoc County, Wisconsin

My commission expires: \_\_\_\_\_



The following Investment Summary details the services to be delivered by Tyler Technologies, Inc. to Client under this Services Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Services Agreement.

**Schedule A (Assessor Services):**

The Client shall pay Tyler a fee of **TWENTY-FOUR THOUSAND FOUR HUNDRED DOLLARS (\$24,400.00)** for the services described in Exhibit C, Schedule A for the period of December 1, 2015, through November 30, 2016.

Optionally, the Client may elect for Tyler to provide additional services beyond those provided for in Schedule A and said additional services shall be mutually agreed upon between the Client and Tyler.

**TIME AND MATERIALS RATES**

Should the Client desire a long-term assignment, Tyler shall work with the Client to determine whether an hourly rate or an amendment to the existing agreement with a revised scope of services is in the best interest of the Client.

Tyler's time and materials hourly rates for calendar year 2012 and 2013, which include all related expenses, are as follows:

	<u>On-Site (\$)</u>	<u>Full 8 Hour Day (\$)</u>
Appraiser	\$60.00	\$480.00



## **Invoicing and Payment Policy**

Tyler Technologies, Inc. will provide you with the services set forth in the Investment Summary and Statement of Work of your Services Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Services Agreement.

**Invoicing:** We will invoice you for the applicable services in the amounts described in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in your Services Agreement.

1. Professional Services.

For the work to be performed under Exhibit C, Section I and II, invoices shall be submitted at the beginning of each month based upon percent of work completed. The total percentage of work completed shall not exceed twenty-five percent (25%) prior to start of fieldwork, sixty percent (60%) prior to the start of open book and eighty-five percent (85%) at the start of Board of Review.

For the work to be performed under Exhibit C, Schedule C, invoices shall be submitted monthly for an amount equal to the progress reported during the previous month. The monthly invoices shall reflect the percentage of work completed less six percent (6%) retainage to be paid out following successful completion of all work required under Schedule C. The total percentage of work completed shall not exceed sixty-five percent (65%) prior to start of open book and ninety percent (90%) prior to start of Board of Review.

2. Expenses. The service rates in the Investment Summary include travel expenses.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date.

We prefer to receive payments electronically. Our electronic payment information is:

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



## **Statement of Work**

The following Statement of Work details the services to be delivered by Tyler Technologies, Inc. to the Client under your Services Agreement. This Statement of Work is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Services Agreement.

### **SECTION I. Assessment Duties**

The prescribed duties of Tyler shall include, but not necessarily be limited to, the following:

- A. Measure, list, conduct interior inspections as needed on up to Four Hundred (400) residential class properties as directed by the Assessor in each assessment year. Residential class properties to be visited shall include, but are not limited to:
  - a. Residential properties that were under partial construction as of January 1 of the previous year and provide digital photographs of same.
  - b. Newly constructed residential properties as of January 1 of the current year and provide digital photographs of same.
  - c. Residential buildings that were destroyed or demolished.
  - d. Miscellaneous permits such as remodeling, basement finish, wood decks, detached buildings or other properties as directed by the Assessor.
- B. Maintain data changes, including specific notes relating to each residential parcel that was visited for an inspection in the Client's IAS CAMA software and file assessment records back as work is completed.
- C. Review each parcel visited to determine if a valuation change and notice of assessment is warranted for each assessment year. Tyler's Appraiser shall submit recommended value changes to the Assessor prior to mailing Notices of Assessment.
- D. Tyler's Appraiser shall use valuation models, including land valuation models, cost models and market models that are currently in place for the January 1 assessment year.
- E. Field inspect, including interior inspections as needed, all locally assessed personal property accounts with the exception of leasing companies, between December 1 and January 31 of each assessment year. A list of accounts to be visited shall be generated by the Assessor. Items to be reviewed as part of the field verification will include; verifying that the business as listed on the previous year's assessment roll still exists as of the date of inspection, verifying the name of the business at the site address; attempt to identify the name and address of the business owner if currently not known, identify new businesses and businesses that may have closed for the current assessment year. The results of the inspections will be forwarded to the Assessor to

maintain in the City's Personal Property database. Processing changes in the Personal Property database shall be the responsibility of the Assessor. All Personal Property accounts that did not file a report as of March 1 will be placed on a "Doomage" list and will be sent a reminder letter from the Assessor. All "Doomaged" accounts will be field inspected between April and May to confirm the accounts are active. The results will be forwarded to the Assessor and all corrections will be made before the Board of Review convenes.

- F. Provide a combined number Six (6) days of support during the Open book and Board of Review periods. Time spent in preparation of Board of Review cases shall count towards the six days.
- G. Tyler shall work with the Assessor to schedule and conduct all work under this agreement for a timely completion of the assessment roll. It is anticipated the majority of the work to be completed, with the exception of Open Book and Board of Review, will be conducted between December 1, 2015 and April 1, 2016.
- H. Appear at subsequent appeals of Board of Review determinations, for a maximum of two (2) appeals, for up to one (1) year of the conclusion of the Board of Review.
- I. Provide a telephone number and email address for the Assessor, City officials and property owners to contact the Appraiser during the Client's normal business hours of 7:30 a.m. – 4:30 p.m. CST Monday through Friday of each week. Responses shall be made within forty-eight (48) hours.
- J. Tyler will notify the Client whenever they are in the Client performing work. Tyler shall provide the Client with the list of days and times they are available to schedule appointments for interior inspections.
- K. Any additional services not described in Schedule A will be provided to the Client upon written request by the Client specifying that additional services are requested at the Time & Materials Rates.

**SECTION II. Support of Assessment Service by the Client**

A. Office Assistance

The Client shall be responsible for printing property record cards to be taken to the field for inspection and scheduling call-back appointments at no cost to Tyler. The Client shall also produce a Personal Property Listing to be taken to the field for inspection.

B. Computer Services

The Client shall make available to Tyler access to its IAS CAMA software.

C. Office Space

The Client shall provide, at no cost to Tyler, suitable office space and all necessary accoutrements to allow Tyler to perform the functions related to commercial valuation.

E. Mailing and Postage

The Client shall be responsible for the cost of all mailings and postage relating to the assessments.