

AGENDA ITEM 28

Consider approving hardware/software contract with the Software Group for property tax collection.

Bob Space addressed the Court regarding the hardware/software contract with the Software Group for property tax collection.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve hardware/software contract with the Software Group for property tax collection.

Vote: 4 - 0

< Attachment >

SOFTWARE LICENSE

AND

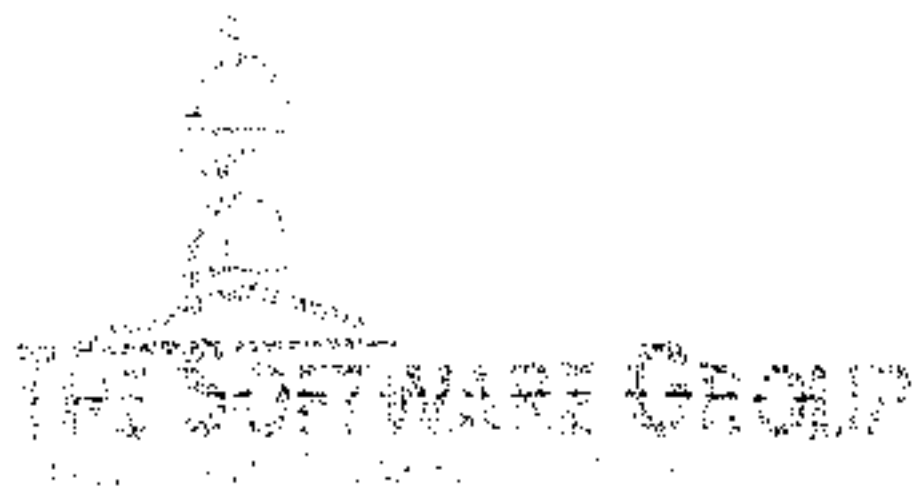
PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE SOFTWARE GROUP, INC

AND

WILLIAMSON COUNTY



Orion Agreement

This agreement is made and entered into this ____ day of ____, 20__, by and between Williamson ("CLIENT") and The Software Group, Inc ("TSG"), a Texas Corporation with its principal place of business at 6500 International Parkway, Suite 2000, Plano, Texas.

WHEREAS, CLIENT has determined that it requires a new Tax Collection and Tax Administration system; and

WHEREAS, TSG shall provide hardware, software, and services to install and implement the Orion Tax Collection system, as defined in the Contract Deliverables (CDs) section of this agreement, which is attached as Exhibit "A"; and

WHEREAS, CLIENT and TSG desire to enter into an agreement for the provision of such services;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

BASIC INTENT

It is the basic intent of this Agreement for Client to procure from TSG, computer hardware, system software, TSG's standard Orion application along with associated training, conversion, project management, custom programming services for Client requested modifications to TSG's standard software, and other related services to complement said system as further describe in Exhibit "D". The goal of this process is for TSG to provide Client with tax collection software, which provides the functionality, identified in Exhibit "C", for Williamson County, Texas.

TSG understands that the Client is seeking a turnkey solution for the Williamson County. TSG, to the degree outlined in the CD's attached hereto, intends to provide such a solution to the Client.

CONTRACT DELIVERABLES

Attached to this contract are documents labeled as Contract Deliverables (CDs). The Contract Deliverables (CDs) attached to this agreement are sub components of this agreement listing details, describe the process by which this contract shall be implemented and the work to be completed.

ACCEPTANCE OF CONTRACT DELIVERABLES

The acceptance procedure for each Contract Deliverable with a Fixed Price shall be as follows:

TSG Project Manager shall deliver to CLIENT's Project Manager a Certificate of Completion for the Contract Deliverable when the specified acceptance criteria have been met.

CLIENT Project Manager shall have seven (7) working days, from receipt of the Certificate of Completion, to verify these conditions have been met and either accept or reject the Certificate of Completion in writing.

If the Certificate of Completion is accepted, CLIENT Project Manager shall deliver a copy of the signed, accepted Certificate of Completion to the TSG Project Manager.

If the Certificate of Completion is rejected, CLIENT Project Manager shall deliver to TSG Project manager the signed rejected Certificate of Completion along with a written statement setting forth the particular reasons for rejection, and a detailed list of conditions consistent with the scope of work for the Contract Deliverable, which would make it acceptable. The TSG Project Manager shall cure any deficiencies precluding CLIENT's acceptance of the Certificate of Completion within ten (10) working days (unless otherwise agreed depending upon the severity of the deficiency) and issue another Certificate of Completion to CLIENT Project Manager, at which time CLIENT Project Manager shall have an additional five (5) working days to either accept or reject the new Certificate of Completion. This process will continue until such time that CLIENT Project Manager and TSG Project Manager agree that a CD has been completed, and all acceptance criteria have been met. With regard to CLIENT's rejection of CD's related to the delivery of a TSG or third (3rd) party software product, CLIENT shall discontinue use of said software product during the acceptance process.

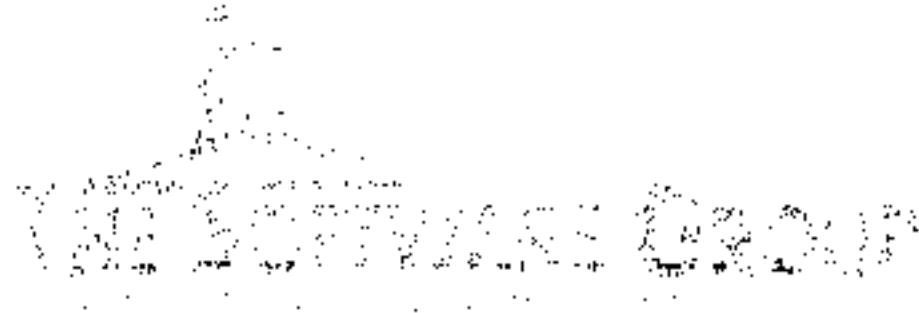
PAYMENT FOR CONTRACT DELIVERABLES AND SERVICES

Contract Deliverables with a Fixed Price shall be invoiced to CLIENT upon completion and shall include an attached copy of the CLIENT's signed Certificate of Completion. Contract Deliverables, which are priced on a time and material basis, shall be invoiced to CLIENT periodically and shall include an attached worksheet detailing the number of hours, days, or units delivered during the billing period. Upon receipt of invoices, CLIENT shall disburse payment to TSG within thirty (30) working days unless the invoice is disputed. CLIENT payment terms shall be net thirty (30) after receipt of materials, services, and items invoiced whichever is later.

The payment schedule for Contract Deliverables is attached hereto as Exhibit "E" and is incorporated within this document for all purposes.

CHANGE ORDERS

No changes or modifications to any terms of this contract shall be binding unless the change or modification is in the form of a written change order signed by both parties. Either party may initiate a change order request but all change orders must be completed on the form attached hereto as Exhibit "B": CLIENT's standard Change Order form. Each form is incorporated herein by reference for all purposes. CLIENT's Chief Appraiser, prior to acceptance, regardless of dollar amount must approve all change order forms.



Within five (5) days of receiving a written change order request from CLIENT, TSG will prepare a written cost estimate and schedule for the requested change and submit a completed copy of the change order form to CLIENT. CLIENT Chief Appraiser and TSG Project Manager shall jointly review the contents of the submitted change order and either accept or reject it. CLIENT Chief Appraiser will make final approval for CLIENT and TSG Project Manager will make final approval for TSG. Implementation shall not begin until after formal approval by CLIENT's Board of Directors. All approved and authorized change orders shall become a part of this agreement.

SOFTWARE LICENSE

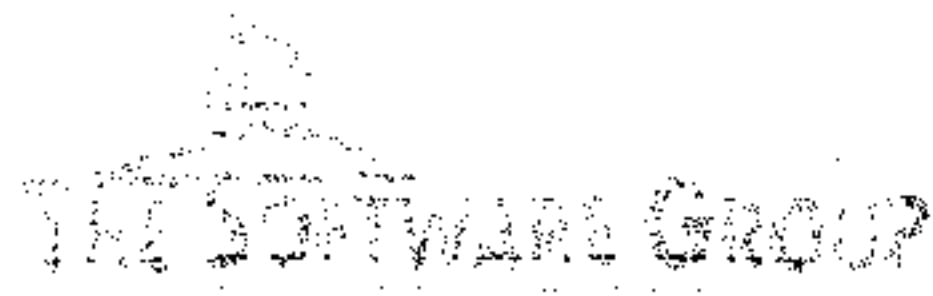
Upon CLIENT's acceptance of a given contract deliverable and payment in full to TSG, TSG shall grant to CLIENT and CLIENT shall accept a fully paid, royalty-free, non-exclusive, non-transferable license to use and practice (but not to permit others to use and practice) the software products contained in the accepted contract deliverable on and with the equipment approved, by TSG.

The Software Product and all changes, improvements and enhancements thereto, shall at all times be and remain the property of TSG, and CLIENT's sole rights therein shall be to use and practice the same, as permitted by this subparagraph. CLIENT agrees that all algorithms, techniques and processes contained in the Software Product and any changes, improvements and enhancements thereto, constitute trade secrets of TSG, and CLIENT further agrees to use reasonable care to safeguard the same against disclosure to unauthorized employees of CLIENT and all persons not employed by CLIENT, CLIENT shall not, under any circumstance, modify, copy, reproduce, or in any way duplicate any written or machine-readable material provided it by TSG, without the express written approval signed by an officer of TSG. Notwithstanding the foregoing, CLIENT may make archival copies of those portions of the Software Product and all changes, improvements and enhancements thereto which are supplied by TSG on machine readable media, but such copies shall not be disclosed to unauthorized employees of CLIENT or persons not employed by CLIENT.

The Software Product may only be used and practiced in operation with the Equipment identified on the face of this Agreement or such other Equipment as shall be approved in writing by TSG; and

The Software Product may only be used and practiced with the equipment configuration described on the face of this Agreement or such other configuration as shall be approved in writing by TSG. Furthermore, CLIENT acknowledges that a change of such configuration may increase TSG's costs of performance, and, therefore, TSG's approval be conditioned upon payment of an additional License Fee; and

The Software Product shall only be used and practiced for its intended purpose strictly within the territorial boundaries of the county or counties in which CLIENT performs its services.



In the event CLIENT enters into a separate agreement with TSG for the purchase of post-acceptance Software Support Services, any Software Product changes, improvements or enhancements delivered thereunder shall be subject to the same license as set forth in Paragraph 1 and subject to the same restrictions thereon.

The term of the license granted by this paragraph shall be perpetual, but the term of any post-acceptance Software Support Service Agreement shall be as set forth therein.

Software products designated as non-TSG produced by a third (3rd) party as part of a contract deliverable will be subject to a separate licensing agreement by and between CLIENT and third (3rd) party vendor. Notwithstanding anything herein, TSG shall be responsible for the payment to any non-TSG third (3rd) party providers for a fully paid, royalty-free, nonexclusive, non-transferable license to be provided from the third party software vendor to CLIENT.

RESPONSIBILITIES OF TSG

For the license Fee set forth in this Agreement, TSG shall perform the following:

(a) Install TSG's proprietary Software Product on CLIENT's equipment, which Software Product will be in substantial compliance with its specifications set forth in Exhibit "C" attached hereto and made a part hereof by reference.

(b) After the aforementioned installation, test the Software Product in accordance with TSG's standard acceptance test procedure, and cause the Software Product to be accepted by CLIENT.

(c) After CLIENT's acceptance of the Software Product correct any functions of the Software Product which failed said standard acceptance test procedure but which did not prevent acceptance of the Software Product.

(d) For a period of sixty (60) days after client's acceptance of the Software Product correct any other defects in said Software Product.

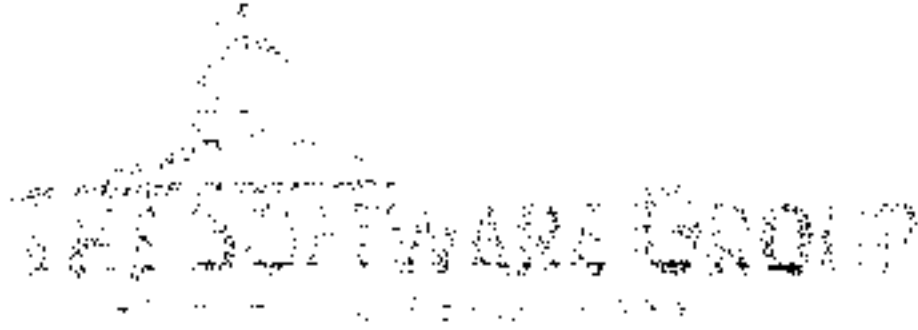
(e) After acceptance of the Software Product, TSG will deliver to CLIENT, a back-up copy of the Software Product on the standard off-line data storage media used by TSG.

RESPONSIBILITIES OF CLIENT

In addition to the other responsibilities set forth herein, CLIENT will perform the following:

(a) Designate an employee of CLIENT as its System Administrator.

(b) Provide all training of its personnel, except and to the extent this agreement specifically requires TSG to provide training.



(c) Collect, prepare, and enter all data necessary for operation of the Software Product into the equipment loaded with the Software Product.

(d) Retain separate copies of records of all data entered into the computer equipment.

(e) Provide and maintain the computer systems defined in this Agreement into which the Software Product will be loaded.

(f) Install any Software Product changes or updates into the Software Products which are supplied by TSG in accordance with this agreement. TSG will assist with the installation of said changes or updates via maintenance and support agreements for the said Software Products.

(g) Maintain, as part of CLIENT's computer system, a virtual private network (VPN) internet connection allowing TSG access to systems provided by TSG.

ACCEPTANCE OF THE SOFTWARE PRODUCT

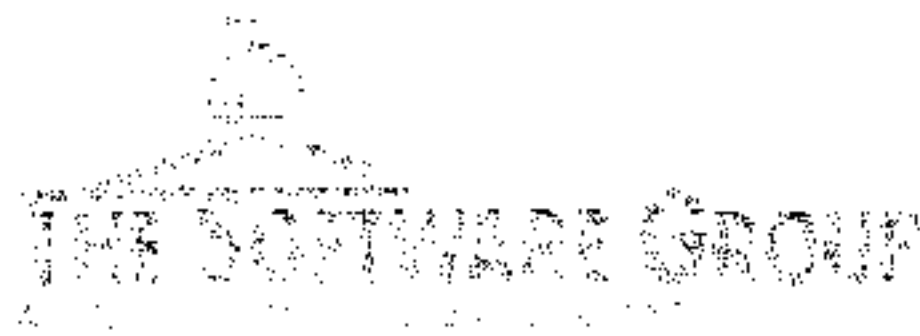
(a) Within thirty (30) days after a Software Product has been installed on CLIENT's equipment, TSG will test the Software Product in accordance with TSG's standard acceptance test procedure, by demonstrating to CLIENT thereby that the Software Product performs all of its functions identified in Exhibit "C", which demonstration shall constitute CLIENT's acceptance of the Software Product. Upon acceptance, CLIENT shall pay the remaining balance of the License Fee for the accepted Software Product.

(b) Notwithstanding anything to the contrary herein, CLIENT's use of the Software Product for its intended purpose, shall constitute CLIENT's acceptance of the Software Product, without exception and for all purposes.

(c) Acceptance of the Software Product by CLIENT shall be final and conclusive except for latent defects, fraud, such gross mistakes as amount to fraud and the operation of any provision of this agreement which specifically survives acceptance. In the event said acceptance becomes other than final, or becomes inconclusive, pursuant to this Subparagraph, CLIENT's sole right and remedy against TSG therefore shall be to require TSG to correct the cause thereof.

SCHEDULE FOR ACCEPTANCE

TSG will install the Software Product and cause the same to be accepted within 60 days after CLIENT makes available to TSG the equipment into which the Software Product is to be loaded. TSG shall exercise reasonable effort to cause the Software Product to be accepted according to the schedule set forth in this Paragraph, but shall not be liable for failure to meet said schedule, if and to the extent said failure is due to causes beyond the control and without the fault of negligence of TSG.



SUB-LICENSE OF THE PROGRAM

For the purpose of this paragraph and if applicable to the Equipment, the term "Program" shall mean the Supplier's operating system software. For the Purchase Price, TSG agrees to obtain for CLIENT from the Supplier of each item of Equipment a non-exclusive, non-assignable sub-license to use and practice the Program. The sub-license does not grant to CLIENT the right to produce, publish, or license the Program to others, or to use the Program in any manner other than with the Equipment. CLIENT acknowledged and agrees that the entire right and title to the Program and the material therein contained is and shall remain the property of Supplier and has been expressly reserved unto Supplier. CLIENT further acknowledges and agrees that Supplier has exclusive right to protect by copyright or otherwise, to reproduce, publish, sell, and distribute the Program and all material therein contained. The provisions of this subparagraph shall be considered as a third-party beneficiary contract for the benefit of the supplier and enforceable by the Supplier.

STANDARD FORMAT

Any form or format on which data is to be reproduced or displayed, shall be the standard form utilized by TSG for such purpose and CLIENT will not have the right (except under the Paragraph hereof entitled Post-Acceptance Software Support Services) to change or modify such forms or formats.

POST-ACCEPTANCE SOFTWARE SUPPORT SERVICES

To the extent that TSG offers post-acceptance Software Support Services to all its clients, TSG will offer to sell and supply such services to CLIENT. Following are the post-acceptance Software Support Services presently offered to TSG's clients:

- (a) Conversion and clean-up of a client's existing data;
- (b) Training;
- (c) Software update and enhancements;
- (d) Technical Support. ; and
- (e) Consulting

CLIENT INFORMATION

All data provided to TSG by CLIENT relating to Software Product shall be considered Proprietary Information of CLIENT even though not stamped with a Proprietary Information stamp or similar legend or marking. TSG agrees to use reasonable care to safeguard said Proprietary Information against disclosure to unauthorized employees of TSG and all persons not employed by TSG.

TSG SOFTWARE GROUP

DATA SECURITY: INDEMNIFICATION

The parties recognize that the purpose of a computer system consisting of equipment and software is the processing of data as each CLIENT deems necessary for its operations. The term "processing" for the purpose of this Paragraph shall mean the gathering of such data for input into the system, the input of the data into the system, the retrieval of the data in the system, and the dissemination of such data, regardless of the media upon which the data is contained, whether it be on paper, disks, tapes, or other media.

The parties further recognize that (i) the data so processed may contain sensitive or confidential material, the unauthorized disclosure of which might cause damage to the CLIENT or third parties, (ii) the dissemination and disclosure may take place at any stage of the processing, and (iii) the control of the processing, dissemination, and disclosure of such data is totally within the control of the client.

It shall be the responsibility of the CLIENT to establish and maintain all necessary security measures to safeguard and control the disclosure of such data and to prevent its disclosure to unauthorized parties. The CLIENT shall indemnify and hold harmless TSG, its officers, agents and employees, from and against any and all claims, demands, damages, and causes of action arising out of, resulting from or in any way related to the disclosure of data, whether authorized or unauthorized.

AGREEMENT TO SELL AND PURCHASE EQUIPMENT

For the Purchase Price stated on the face hereof, TSG agrees to sell and deliver to CLIENT, and CLIENT agrees to purchase and accept from TSG the Equipment described and listed in the Contract Deliverables section of this Agreement, which is attached as Exhibit "A"

COSTS AND TAXES

The Purchased Price does not include shipment costs for the Equipment from the Supplier's place of manufacture to CLIENT's installation site and insurance while the same is in transit. Also, the Purchase Price does not include any taxes or other government impositions, including without limitation, sales and use taxes. All such costs of shipping, freight, warehousing, handling, insurance, taxes, and government impositions, if any, shall be invoiced separately to CLIENT and CLIENT shall pay the same in addition to the Purchase Price.

FOB POINT

Delivery of each unit of Equipment shall be F.O.B. supplier's place of manufacture.

SCHEDULE FOR DELIVERY

Delivery of each unit of Equipment shall take place within sixty (60) days after execution of this Agreement by both of the parties; provided, however, that TSG shall have no liability to CLIENT for delays in delivery due to causes beyond the control and without the fault or

negligence of TSG, such as but not limited to, acts of God, acts of government, fire, flood, strikes, embargoes, material shortages, delays in transportation, and client's failure to or delay in signing the non-exclusive sub-license agreement.

INSTALLATION OF EQUIPMENT AND ACCEPTANCE

The Purchase Price includes the installation of the Equipment. Upon the completion of the installation, CLIENT shall obtain from the installer a Certificate of Completion of Installation, or similar document, which Certificate or similar document shall constitute CLIENT's acceptance of the Equipment and Program. Such acceptance shall be final and conclusive except for latent defects, fraud, such gross mistakes as amount to fraud and rights and remedies available to CLIENT under the Paragraph hereof entitled Warranties.

SITE REQUIREMENTS

CLIENT shall provide a suitable environment, location, and space for the installation and operation of the Equipment, which space shall be free from excessive personnel traffic, dust and smoke. CLIENT shall provide sufficient and adequate electrical circuits for the Equipment in accordance with Supplier's specifications for said Equipment. CLIENT shall provide for the installation of the network cables, printer cables, and communication cables to the specifications of the Supplier.

WARRANTIES

(a) TSG warrants that each unit of Equipment shall be new and unused, and, if CLIENT fully and faithfully performs each and every obligation required of it including making all payments hereunder when due, CLIENT's title to each unit of Equipment shall be free and clear of all liens and encumbrances arising through TSG.

(b) The parties understand and agree that TSG is not the manufacturer of the Equipment. As such, TSG does not warrant or guarantee the condition of the Equipment or the operational characteristics of the Equipment. TSG hereby grants and gives to CLIENT any warranty adjustments TSG may receive from the manufacturer or Supplier of the Equipment.

(c) THIS PARAGRAPH CONTAINS ALL THE REPRESENTATION AND WARRANTIES OF TSG. NO OTHER WARRANTIES ARE APPLICABLE TO THIS AGREEMENT OR THE EQUIPMENT DELIVERED HEREUNDER INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR INTENDED OR PARTICULAR PURPOSE.

SECURITY INTEREST IN TSG

CLIENT hereby grants to TSG a security interest in each unit of Equipment delivered hereunder from the time of its delivery until its Purchase Price is paid in full to secure payment of any remaining balance of its Purchase Price. TSG may enforce its security interest in any manner

provided by the laws of the State of Texas. CLIENT agrees upon the request of TSG, to sign any documents necessary to perfect or to continue perfected the security interest of TSG.

EQUIPMENT MAINTENANCE

It shall be the responsibility of CLIENT to repair and maintain the Equipment after its acceptance.

LIMITATIONS ON LIABILITY

THE RIGHTS AND REMEDIES OF ANY CLIENT SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER RIGHTS, REMEDIES OR WARRANTIES AVAILABLE AT LAW INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR OR INTENDED PURPOSE.

TSG's liability for damages arising out of or in connection with this Agreement whether based on a theory of contract or tort, including negligence or strict liability, shall be limited to the license fee set forth herein or the total amount paid by CLIENT hereunder, whichever is greater. Notwithstanding anything to the contrary, in no event shall TSG be liable to CLIENT for (i) indirect, remote, incidental, special, exemplary, punitive, or consequential damages, or (ii) for any damages whatsoever due to causes beyond the reasonable control of TSG, or (iii) damages resulting from the loss of use, loss or damage to CLIENT source data, loss of revenues, or from loss or destruction of materials provided to TSG by CLIENT.

INDEPENDENT CONTRACTOR

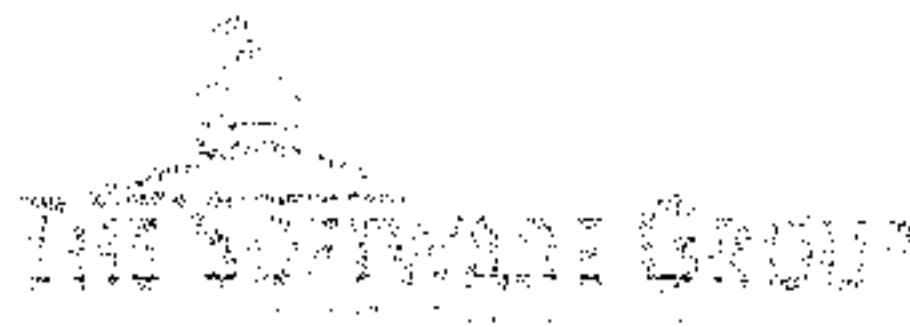
TSG shall be and remain at all times an Independent Contractor and shall not be considered for any purpose as an officer, agent, or employee of either CLIENT or a Supplier. TSG shall not represent to any person that it is an agent or employee of CLIENT or a Supplier.

GOVERNING LAW, ENTIRETY OF AGREEMENT

This agreement shall be interpreted in accordance with the laws of the State of Texas. In the event that any part of this agreement is invalidated by a District or legislative action, the remainder thereof shall remain in full force and effect and to the extent and degree necessary to promote and complete the intent of the parties hereunder.

This agreement constitutes the entire understanding of the parties hereto and supersedes any and all prior or contemporaneous representations or agreement, whether written or oral, between the parties, and cannot be changed or modified unless in writing signed by all parties hereto.

This agreement consists of this contract, Exhibits "A" (Contract Deliverables), "B" (Change Order Request), "C" (Orion Definition), "D" (Agreement Summary), and "E" (CD Summary and Payments). In the event of conflict in the understanding of this agreement, precedence shall be given to the above portions of the agreement in the order set forth above.

**FORCE MAJEURE**

No party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events, which are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one party, that party shall notify the other party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the party claiming excusable delay. Any performance times under this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay which is excusable hereunder.

APPROVAL OF GOVERNING BODY

CLIENT represents and warrants to TSG that this Agreement has been approved by its governing body and is a binding obligation upon CLIENT.

This agreement shall become a binding contract between the parties when accepted by the signature of an officer of TSG at its home office.

CLIENT - Williamson County**The Software Group, Inc.**

By: John C. Doerfler
Name(Print): John C. Doerfler
Title: County Judge
Date: 11-25-03

By: _____
Name(Print): _____
Title: _____
Date: _____

Exhibit A

-----Certificate of Completion-----

Client: Williamson County Tax Office
County: Williamson
State: Texas

CD-1: Project Management**Scope of work, description of product and/or services to be provided**

TSG shall provide project management duties which includes:

- Project scheduling
- Project coordination
- Client communications
- Monthly status meeting among CLIENT project manager, CLIENT Chief Appraiser, other CLIENT designated staff, TSG Project Manager, and any other TSG designated personnel. The monthly status meetings shall commence after the completion of CD-2 and continue until three (3) monthly meetings past the acceptance of CD-12. The Monthly status meetings shall take place at CLIENT place of business unless mutually agreed upon by both CLIENT and TSG.

TSG will invoice CLIENT for a portion of the project management charges.

Acceptance Criteria

The acceptance of this item is contingent upon the delivery of PM time. Project Management will be billed to CLIENT as used and based on the number of units performed at the stated rate for that service.

Work related to the delivery of the listed contract item(s) in this CD has been completed.
Completion occurred on this _____ day of _____, _____.

The CLIENT _____ Accepts.
The CLIENT _____ Rejects.

Please sign and provide to TSG's Project Manager or fax to (972) 713-3777. If any items are rejected, please return with an explanation for each rejection.

For:
The Software Group, Inc.

For:
Williamson County Tax Office

TSG Project Manager Date

Project Manager Date

Exhibit A

-----Certificate of Completion-----

Client: Williamson County Tax Office
County: Williamson
State: Texas

CD-2: Project Plan Review**Scope of work, description of product and/or services to be provided**

The TSG Project Manager and the CLIENT Project Manager shall schedule a one (1) day Project Review meeting. CLIENT and TSG agree to have all key participants present at this meeting, including the TSG Project Manager, the CLIENT Project Manager, CLIENT Director of Data Processing and a representative from each department who will be direct users of the Orion/Collections application. The purpose of the meeting is to introduce key participants, review the project scope and objectives, review the contract deliverables, review the preliminary Project Plan, review preliminary schedule and identify key contacts of CLIENT and TSG.

Acceptance Criteria

CLIENT shall accept this CD upon the occurrence of this meeting.

Work related to the delivery of the listed contract item(s) in this CD has been completed. This completion occurred on _____.

The CLIENT _____ Accepts
The CLIENT _____ Rejects.

Please sign and provide to TSG's Project Manager or fax to (972) 713-3777. If any items are rejected, please return with an explanation for each rejection.

For:
The Software Group, Inc.

For:
Williamson County Tax Office

TSG Project Manager Date

Project Manager Date

Exhibit A

-----Certificate of Completion-----

Client: Williamson County Tax Office
County: Williamson
State: Texas

**CD-3: Definition Final Data Conversion Specifications Document
(FCSD)****Scope of work, description of product and/or services to be provided**

Item #1 - Consistent with the timetable set forth in the Schedule and Project Plan from CD-15 or subsequently amended project plan, the CLIENT shall a) provide TSG with an *ATC* account save / backup and *Image Management* account save for the existing systems as defined below in Item #3, and b) schedule a meeting among TSG and CLIENT representatives to determine the specific details for the conversion of data from the existing CLIENT's system (as defined in Item #3 below) to TSG's *Orion/Collections* product. CLIENT agrees to have personnel that will be a direct user of TSG's *Orion/Collections* present at this meeting in addition to Data Processing staff responsible for CLIENT's portion of the conversion effort. Data to be converted will not include any data stored on any desktop PC's or file servers except as noted in Item #4 below.

Item #2 - With the cooperation and assistance of CLIENT staff, TSG shall prepare the Final Data Conversion Specifications Document (FCSD) detailing how each data element from CLIENT's system will be mapped into the *Orion/Collections* system in sufficient detail to allow both CLIENT and TSG to understand the specific conversion that will be performed in a subsequent CD. CLIENT and TSG recognize that the CLIENT's existing *ATC* system and the *Orion/Collections* system will track and store some data elements differently. In some cases, it may not be possible to map data elements one-for-one and an alternate solution will be mutually agreed upon.

Item #3 - It is expected that the FCSD document shall be subject to change as the project proceeds. Changes to the FCSD document will be agreed by both the TSG and CLIENT. Changes shall be documented in writing. TSG shall maintain the master FCSD document.

Item #4 - The existing system is defined as follows:

- 1) The current *ATC* system running on the CLIENT's HP 9000.
- 2) Any current TSG *Image Management* system running on the CLIENT's HP 9000

Item #5 - CLIENT shall deliver to TSG sample conversion data in a format consistent with that defined in Item #1.

Acceptance Criteria

CLIENT shall accept this CD upon the occurrence of this CD.

Work related to the delivery of the listed contract item(s) in this CD has been completed.
Completion occurred on this _____ day of _____, _____.

The CLIENT _____ Accepts.
The CLIENT _____ Rejects.

Exhibit A

Please sign and provide to TSG's Project Manager or fax to (972) 713-3777. If any items are rejected, please return with an explanation for each rejection.

For:
The Software Group, Inc.

For:
Williamson County Tax Office

TSG Project Manager Date

Project Manager Date

Exhibit A

-----Certificate of Completion-----

Client: Williamson County Tax Office
County: Williamson
State: Texas

CD-4: Delivery of Production Hardware & System Software Environment**Scope of work, description of product and/or services to be provided**

TSG will install the Orion servers and equipment provided for in this Agreement. The intent of this Agreement is to provide a multiple tiered hardware and systems software environment suitable for the needs of CLIENT's use of Orion application and configured for the deployment of the Orion application using the Microsoft SQL Server 2000 RDBMS at the database tier.

TSG will configure and setup the hardware and system software in preparation for the installation of the Orion application. TSG will advise & make recommendations to CLIENT in network modifications that will establish network security (if this is not already activated / installed by CLIENT).

Acceptance Criteria

CLIENT shall accept this CD upon TSG's successful demonstration of the following: Demonstration to the CLIENT Project Manager that the hardware and software described in the accepted purchase agreement is present and complete and exactly as described (Substitutions will NOT be acceptable unless previously agreed upon by CLIENT). If Demonstration to Client that the hardware is properly installed becomes inconclusive, TSG shall have a DELL representative certify the equipment is working and Client agrees that such certification is final and will accept the hardware and software. This includes but is not limited to CPU's, data storage devices and controllers, network interface cards, video cards, system memory, power supplies, input devices, output devices, data backup devices, Operating Systems, database management systems, other installed software, and any installed network devices.

Work related to the delivery of the listed contract item(s) in this CD has been completed.
Completion occurred on this _____ day of _____, _____.

The CLIENT _____ Accepts.
The CLIENT _____ Rejects.

Please sign and provide to TSG's Project Manager or fax to (972) 713-3777. If any items are rejected, please return with an explanation for each rejection.

For:
The Software Group, Inc.

For:
Williamson County Tax Office

TSG Project Manager Date

Project Manager Date

Exhibit A

-----Certificate of Completion-----

Client: Williamson County Tax Office
 County: Williamson
 State: Texas

CD-5: Preliminary Training of System Software Environment**Scope of work, description of product and/or services to be provided**

Item #1 - The TSG Project Manager and the CLIENT Project Managers will develop a course plan prior to commencement of this preliminary training allocating up to 1 day of training in a manner acceptable to the CLIENT and TSG.

Item #2 - TSG will provide on-site analysis of CLIENT's system environment and with the assistance and input of personnel from CLIENT's office configure the system environment consistent with the requirements for Orion and with the timetable set forth in the Schedule and Project Plan from CD-2 or subsequently amended project plan.

Item #3 - The training defined in Item #1 will be for up to 3 persons. The training will be consistent with the timetable set forth in the Schedule and Project Plan from CD-2 or subsequently amended project plan.

Acceptance Criteria

Completion of the number of instructor days of training as identified in the Scope of Work section Item #1 mentioned above as evidenced by the TSG Project Manager and the CLIENT Project Managers' records. The acceptance of this item is contingent upon the delivery of training time and not upon specific results from such training. If CLIENT's employee work schedules or conflicts do not permit TSG to complete training prior to TSG's certification that the system is ready for operational use, the CLIENT shall retain the right to receive additional training days up to the balance of training days provided for in this Agreement at mutually agreed upon times. CD's containing training will be billed to CLIENT as used and based on the number of units of training days performed at the stated rate for that service.

Training will be invoiced upon the completion of each training session. Work related to the delivery of the listed contract item(s) in this CD has been completed. Completion occurred on this _____ day of _____, _____.

The CLIENT _____ Accepts.
 The CLIENT _____ Rejects.

Please sign and provide to TSG's Project Manager or fax to (972) 713-3777. If any items are rejected, please return with an explanation for each rejection.

For:
 The Software Group, Inc.

For:
 Williamson County Tax Office

 TSG Project Manager Date

 Project Manager Date

Exhibit A

-----Certificate of Completion-----

Client: Williamson County Tax Office
County: Williamson
State: Texas

CD-6: CLIENT Delivery of ATC Conversion Data**Scope of work, description of product and/or services to be provided**

Item #1 - Consistent with the timetable set forth in the Schedule and Project Plan from CD-2 or subsequently amended project plan, the CLIENT shall a) provide TSG with an *ATC* account save and *Image Management* account save for the existing systems as defined below in Item #2, b) shall run recap totals reports by entity at the time of the account save and c) provide TSG copies of the totals reports for balancing purposes in subsequent CD.

Item #2 - The existing system is defined as follows:

- 1) The current *ATC* system running on the CLIENT's HP 9000
- 2) Any current TSG *Image Management* system running on the CLIENT's HP 9000

Item #3 - CLIENT shall deliver to TSG conversion data in a format consistent with that defined in Item #1

Acceptance Criteria

CLIENT shall accept this CD upon the occurrence of this CD.

Work related to the delivery of the listed contract item(s) in this CD has been completed.
Completion occurred on this _____ day of _____, _____.

The CLIENT _____ Accepts.
The CLIENT _____ Rejects.

Please sign and provide to TSG's Project Manager or fax to (972) 713-3777. If any items are rejected, please return with an explanation for each rejection.

For:
The Software Group, Inc.

For:
Williamson County Tax Office

TSG Project Manager Date

Project Manager Date

Exhibit A

-----Certificate of Completion-----

Client: Williamson County Tax Office
County: Williamson
State: Texas

CD-7: Delivery and Installation of TSG's Standard Orion/Collections Software**Scope of work, description of product and/or services to be provided**

TSG shall install the *Orion/Collections* application software consistent with the timetable set forth in the Schedule and Project Plan from CD-2 or subsequently amended project plan. TSG shall install the most recent Orion/Collections release that has been subjected to the standard TSG testing procedures.

The Orion/Collections release in this CD shall include the functionality defined in Exhibit "C".

Acceptance Criteria

CLIENT shall accept this CD upon TSG's successful demonstration to the CLIENT Project Manager that the above-mentioned *Orion/Collections* application has been successfully loaded on the CLIENT's Production Hardware Environment, installed in CD-4, that TSG can demonstrate a successful login to the Orion/Collections application. Acceptance of this CD does not constitute final acceptance of the software, which does not occur until CD-13 (Acceptance of Orion/Collections Software).

The CLIENT _____ Accepts
The County _____ Rejects

Please sign and provide to TSG's Project Manager or fax to (972) 713-3777. If any items are rejected, please return with an explanation for each rejection.

For:
The Software Group, Inc.

For:
Williamson County Tax Office

TSG Project Manager Date

Project Manager Date

Exhibit A

-----Certificate of Completion-----

Client: Williamson County Tax Office
County: Williamson
State: Texas

CD-8: Orion/Collections Conversion Installation**Scope of work, description of product and/or services to be provided**

Item #1 - TSG shall install the conversion data in a format consistent with the Orion/Collections application and will work with CLIENT to demonstrate balancing recap totals. Where discrepancies exist TSG shall provide CLIENT with written justification of the discrepancies. The intent of this CD is to provide conversion for "go-live" processing.

Acceptance Criteria

CLIENT shall document any conversion issues in writing to TSG within a thirty (30) day period. In the event there are discrepancies due to incompatibilities between the CLIENT's existing *ATC* system and the *Orion/Collections* system that are revealed as a result of the actual conversion, TSG and the CLIENT agree to amend the FCSD in a mutually agreeable manner, unless such incompatibility exists to the extent that only a major or substantial change in the Statement of Work is necessary. Upon the expiration of the thirty (30) day Quality Assurance period and the resolution of documented issues or mutually agreeable resolutions CLIENT shall accept this CD.

Work related to the delivery of the listed contract item(s) in this CD has been completed.
Completion occurred on this _____ day of _____, _____.

The CLIENT _____ Accepts.
The CLIENT _____ Rejects.

Please sign and provide to TSG's Project Manager or fax to (972) 713-3777. If any items are rejected, please return with an explanation for each rejection.

For:
The Software Group, Inc.

For:
Williamson County Tax Office

TSG Project Manager Date

Project Manager Date

Exhibit A

-----Certificate of Completion-----

Client: Williamson County Tax Office
County: Williamson
State: Texas

CD-9: Orion/Collections Conversion Review**Scope of work, description of product and/or services to be provided**

TSG will convert CLIENT provided data from the CLIENT's existing system as identified CD-3 consistent with the CLIENT and TSG approved Final Data Conversion Specifications Document (FCSD) and consistent with the timetable set forth in the Schedule and Project Plan from CD-2 or subsequently amended project plan. TSG will provide the CLIENT with sufficient reports to allow the CLIENT to proof final data conversion against the existing system. In the event there are discrepancies due to incompatibilities between the CLIENT's existing ATC system and the *Orion/Collections* system that are revealed as a result of the actual conversion, TSG and the CLIENT agree to amend the FCSD in a mutually agreeable manner, unless such incompatibility exists to the extent that only a major or substantial change in the Statement of Work is necessary.

Acceptance Criteria

This CD shall be considered complete and accepted by the CLIENT when TSG has loaded the ATC Collections database into TSG's Orion/Collections system operating at the CLIENT's site. The CLIENT shall have thirty (30) business days to verify the accuracy of the converted property information. Should the CLIENT begin using the Orion/Collections system in production then this CD is deemed accepted.

Work related to the delivery of the listed contract item(s) in this CD has been completed.

Completion occurred on this _____ day of _____, _____.

The CLIENT _____ Accepts.

The CLIENT _____ Rejects.

Please sign and provide to TSG's Project Manager or fax to (972) 713-3777. If any items are rejected, please return with an explanation for each rejection.

For:
The Software Group, Inc.

For:
Williamson County Tax Office

TSG Project Manager Date

Project Manager Date

Exhibit A

-----Certificate of Completion-----

Client: Williamson County Tax Office
County: Williamson
State: Texas

CD-10: On-Site Configuration and Training of Orion/Collections**Scope of work, description of product and/or services to be provided**

Item #1 - The TSG Project Manager and the CLIENT Project Managers will develop a detailed course plan prior to commencement of training allocating the training time, provided for in this Agreement and summarized in the Agreement Summary, in a manner acceptable to the CLIENT and TSG. TSG. Client agrees that training is allocated and invoiced in minimum of one (1) day increments.

Item #2 - The CLIENT will provide a suitable training room environment able to accommodate a classroom of up to ten (10) people to be utilized by TSG training staff and CLIENT personnel on a schedule consistent with the timetable set forth in the Schedule and Project Plan from CD-2 or subsequently amended project plan. TSG will provide on-site classroom style training for TSG's Orion/Collections application consistent with the timetable set forth in the Schedule and Project Plan from CD-2 or subsequently amended project plan and the training plan identified in Item #1 above.

Item #3 - TSG will provide on-site training related to functions within the Orion/Collections application.

Acceptance Criteria

Item #1 - CLIENT shall accept this CD upon TSG's successful demonstration to the CLIENT Project Manager that TSG's *Orion/Collections* software has been configured in accordance and compliance with this Agreement. Acceptance of this CD does not constitute final acceptance of the software, which does not occur until CD-13 and the Orion/Collections application software is in production operation.

Item #2 - Completion of the number of instructor days of training as identified in the detailed course plan mentioned above as evidenced by the TSG Project Manager and the CLIENT Project Managers' records. The acceptance of this item is contingent upon the delivery of training time and not upon specific results from such training. If CLIENT's employee work schedules or conflicts do not permit TSG to complete training prior to TSG's certification that the system is ready for operational use, the CLIENT shall retain the right to receive additional training days up to the balance of training days provided for in this Agreement at mutually agreed upon times. CD's containing training will be billed to CLIENT as used and based on the number of units of training days performed at the stated rate for that service.

Exhibit A

Work related to the delivery of the listed contract item(s) in this CD has been completed.
Completion occurred on this _____ day of _____, _____.

The CLIENT _____ Accepts.
The CLIENT _____ Rejects.

Please sign and provide to TSG's Project Manager or fax to (972) 713-3777. If any items are rejected, please return with an explanation for each rejection.

For:
The Software Group, Inc.

For:
Williamson County Tax Office

TSG Project Manager Date

Project Manager Date

Exhibit A

-----Certificate of Completion-----

Client: Williamson County Tax Office
 County: Williamson
 State: Texas

CD-11: On-Site Training and Assistance to Support "Go Live" for CLIENT Staff

Scope of work, description of product and/or services to be provided

Item #1 - The TSG Project Manager and the CLIENT Project Managers will develop a detailed course plan prior to commencement of training allocating the training time, provided for in this Agreement and summarized in the Agreement Summary, in a manner acceptable to the CLIENT and TSG.

Item #2 - TSG will provide on-site "go-live" training related to all functions within the Orion/Collections application. CLIENT's staff will have previously undergone classroom training and these training days will be of the nature to assist and answer questions on issues as they arise in the course of normal work. Client agrees that training is allocated and invoiced in minimum of one (1) day increments.

Acceptance Criteria:

Item #1 - CLIENT shall accept this CD upon TSG's successful demonstration to the CLIENT Project Manager that TSG's *Orion/Collections* software has had the completion of the number of instructor days of training as identified in the detailed course plan mentioned above as evidenced by the TSG Project Manager and the CLIENT Project Managers' records. The acceptance of this item is contingent upon the delivery of training time and not upon specific results from such training. If CLIENT's employee work schedules or conflicts do not permit TSG to complete training prior to TSG's certification that the system is ready for operational use, the CLIENT shall retain the right to receive additional training days up to the balance of training days provided for in this Agreement at mutually agreed upon times. CD's containing training will be billed to CLIENT as used and based on the number of units of training days performed at the stated rate for that service.

Work related to the delivery of the listed contract item(s) in this CD has been completed.
 Completion occurred on this _____ day of _____, _____.

The CLIENT _____ Accepts.

The CLIENT _____ Rejects.

Please sign and provide to TSG's Project Manager or fax to (972) 713-3777. If any items are rejected, please return with an explanation for each rejection.

For:
 The Software Group, Inc.

For:
 Williamson County Tax Office

 TSG Project Manager Date

 Project Manager Date

Exhibit A

-----Certificate of Completion-----

Client: Williamson County Tax Office
County: Williamson
State: Texas

CD-12: Orion/Collections Software Acceptance**Scope of work, description of product and/or services to be provided**

The Orion/Collections Software will be completely in production use for the CLIENT.

Acceptance Criteria

CLIENT shall accept this CD upon using the Orion/Collections software in production day-to-day operations.

Work related to the delivery of the listed contract item(s) in this CD has been completed.
Completion occurred on this _____ day of _____, _____.

The CLIENT _____ Accepts.
The CLIENT _____ Rejects.

Please sign and provide to TSG's Project Manager or fax to (972) 713-3777. If any items are rejected, please return with an explanation for each rejection.

For:
The Software Group, Inc.

For:
Williamson County Tax Office

TSG Project Manager Date

Project Manager Date

Exhibit A

-----Certificate of Completion-----

Client: Williamson County Tax Office
County: Williamson
State: Texas

CD-13: Define CLIENT RMD – Requested Modifications Document**Scope of work, description of product and/or services to be provided**

Consistent with the timetable set forth in the Schedule and Project Plan from CD-2 or subsequently amended Project Plan TSG will meet with CLIENT, at the CLIENT's office, to review CLIENT requested modifications to the system. CLIENT shall provide written specifications for requested modifications and provide a preliminary priority number to each of the requested modifications.

TSG will use the CLIENT provided requested modifications document and notes from the meeting to assist in the development of the Requested Modification Document. TSG shall inform CLIENT if the requested modification is on the scheduled list of enhancements for the *Orion/Collections* application, provide a general review of the planned functionality and estimated release date. If CLIENT feels the intended functionality of the requested modification is sufficient the requested modification shall be excluded from the RMD.

Acceptance Criteria

CLIENT shall accept this CD upon the delivery and review with CLIENT of the RMD.

Work related to the delivery of the listed contract item(s) in this CD has been completed.
Completion occurred on this _____ day of _____, _____.

The CLIENT _____ Accepts.
The CLIENT _____ Rejects.

Please sign and provide to TSG's Project Manager or fax to (972) 713-3777. If any items are rejected, please return with an explanation for each rejection.

For:
The Software Group, Inc.

For:
Williamson County Tax Office

TSG Project Manager Date

Project Manager Date

Exhibit A

-----Certificate of Completion-----

Client: Williamson County Tax Office
County: Williamson
State: Texas

CD-14: Preparation of CLIENT RMD**Scope of work, description of product and/or services to be provided**

Item #1 Based on information provided in CD-13, TSG shall provide, in writing, preliminary estimates of work effort to design and implement the requested modifications. Based on the preliminary estimates, CLIENT shall prioritize the requests and in writing approve which requested modifications to design and implement. Each of these written documents shall become part of the Requested Modifications Document (RMD) document.

Item # 2 -For CLIENT requested modification defined in Item #1 above, TSG shall prepare a *Systems Requirement Specification (SRS)* for each sub-system identified above outlining new or modified data entry screens, reports, menu options, database elements and procedures in sufficient detail to allow both CLIENT and TSG to understand the specific modifications requested by the CLIENT. This SRS document shall become part of the RMD.

Item # 3 - The TSG Project Manager and the CLIENT Project Manager(s) shall schedule a meeting within ten (10) business days of the completion of this document on a mutually agreeable date to review the SRS portions of RMD.

Item #4 - Based on programming effort estimates provided with the SRS in Item #2 above, CLIENT will determine and authorize, in writing, which requested modifications TSG should implement within the remaining custom programming hours available and defined in the Agreement Summary.

Item #5 - The scope of the requested modifications as determined by a sizing from TSG shall be limited to the remaining custom programming and analysis hours identified in the Exhibit "D" Agreement Summary. The total of custom programming and analysis hours shall not exceed the available hours in the Agreement Summary. If the required custom programming hours exceed the available hours in the Agreement Summary, CLIENT may reduce the scope of the functional requirements so that the available hours are not exceeded or purchase additional hours at TSG's standard rates then in effect.

Item #6 - Additional programming and analysis hours beyond the hours defined in the Agreement Summary are available to the CLIENT at the standard rate then in effect for TSG's Texas appraisal and tax clients.

Acceptance Criteria

This item shall be considered complete and accepted by CLIENT upon the conclusion of the review meeting defined by Item #3 above.

Exhibit A

Work related to the delivery of the listed contract item(s) in this CD has been completed.
Completion occurred on this _____ day of _____, _____.

The CLIENT _____ Accepts.

The CLIENT _____ Rejects.

Please sign and provide to TSG's Project Manager or fax to (972) 713-3777. If any items are rejected, please return with an explanation for each rejection.

For:
The Software Group, Inc.

TSG Project Manager Date

For:
Williamson County Tax Office

Project Manager Date

Exhibit A

-----Certificate of Completion-----

Client: Williamson County Tax Office
 County: Williamson
 State: Texas

CD-15: Delivery of Orion Modifications per RMD**Scope of work, description of product and/or services to be provided**

Item # 1 – Using the RMD defined and approved in CD-14, TSG shall implement the said modifications into the Orion application.

Item # 2 - The TSG Project Manager and the CLIENT Project Manager(s) shall schedule a meeting within ten (10) business days of the completion of these modifications on a mutually agreeable date to review the modifications as implemented within the *Orion/Collections* application. TSG and CLIENT shall document any further modifications that will be required for CLIENT acceptance of the requested modifications.

Item #3 – TSG shall use up to the balance of the custom programming and analysis hours remaining after the creation of RMD and the SRS document to implement and deliver modifications defined by the RMD. The total of custom programming and analysis hours defined by this Agreement, shall not exceed the available hours. CLIENT may reduce the scope of requirements as defined by RMD and thus reduce the custom programming hours or purchase analysis hours beyond the hours defined in the Agreement Summary are available to the CLIENT at the standard rate then in effect for TSG's Texas appraisal and tax clients.

Acceptance Criteria

Item #1 - This item shall be considered complete and accepted by CLIENT upon the conclusion review meeting defined in Item #2 above.

Work related to the delivery of the listed contract item(s) in this CD has been completed.
 Completion occurred on this _____ day of _____, _____.

The CLIENT _____ Accepts.

The CLIENT _____ Rejects.

Please sign and provide to TSG's Project Manager or fax to (972) 713-3777. If any items are rejected, please return with an explanation for each rejection.

For:
 The Software Group, Inc.

For:
 Williamson County Tax Office

 TSG Project Manager Date

 Project Manager Date

Exhibit A

-----Certificate of Completion-----

Client: Williamson County Tax Office
County: Williamson
State: Texas

CD-16: Additional Training Sessions**Scope of work, description of product and/or services to be provided**

Item #1 - The TSG Project Manager and the CLIENT Project Managers will develop a detailed course plan prior to commencement of training allocating the training time, provided for in this Agreement and summarized in the Agreement Summary, in a manner acceptable to the CLIENT and TSG.

Item #2 - TSG will provide the balance of training days as identified in the Agreement Summary and provided the CLIENT desires additional training days that time will be provided at a rate \$1,000 / day for training time and travel expenses. Client agrees that training is allocated and invoiced in minimum of one (1) day increments.

Acceptance Criteria:

Item #1 - CLIENT shall accept this CD upon TSG's successful demonstration to the CLIENT Project Manager that TSG's *Orion/Collections* software has had the completion of the number of instructor days of training as identified in the detailed course plan mentioned above as evidenced by the TSG Project Manager and the CLIENT Project Managers' records. The acceptance of this item is contingent upon the delivery of training time and not upon specific results from such training. If CLIENT's employee work schedules or conflicts do not permit TSG to complete training prior to TSG's certification that the system is ready for operational use, the CLIENT shall accept this entire CD without regard to the completion of training and retain the right to receive additional training at mutually agreed upon times. CD's containing training will be billed to CLIENT as used based on the number of units of training performed times the stated rate for that service.

Work related to the delivery of the listed contract item(s) in this CD has been completed.
Completion occurred on this _____ day of _____, _____.

The CLIENT _____ Accepts.
The CLIENT _____ Rejects.

Please sign and provide to TSG's Project Manager or fax to (972) 713-3777. If any items are rejected, please return with an explanation for each rejection.

For:
The Software Group, Inc.

For:
Williamson County Tax Office

TSG Project Manager Date

Project Manager Date

Exhibit B

Change Order Request

Change order requested by: CLIENT TSG

Date of Request: _____

CD Affected: _____

Description of Change request:

Approved:

TSG Project Manager

CLIENT Project Manager

Date _____

Date _____

Exhibit "C"**Orion Functionality/Release Dates****Release 1 (March, 2004)**

- **Property Records** – Add / Modify property records, including: situs addresses, taxing units, flags, status, type, legal description, exemptions, values, etc.
- **Party Records**. Add / Modify owner and agent records, including: primary names, additional names, phone numbers, identifiers, etc.
- **Legal Descriptions**. Generate legal description based on components entered by user. Support for several types of legal description: abstract, subdivision, township, condominium, manufactured home, and non-standard.
- **Ownership Transfers**. Enter deed information for transferring the ownership (or a percentage of the ownership) of a property (or multiple properties) from one owner to another.
- **Ownership**. Display information relating to each owner of a property, including: addresses, agents, lenders, and ownership percentages.
- **Base Exemptions**. Track exemption applications, including who filed the exemption, and when the exemption is effective.
- **Assessment Calculations**. Generation of assessment and exemption calculation programs.
- **Roll Corrections**. Track changes to prior year assessment records.
- **Texas Assessment Reports**. Basic reports used by Texas clients for assessment functions (Totals Page, and supplement balancing reports).
- **Related Party Groups**. Allow owners who have different deed names to be linked together for purposes of top taxpayer reports.
- **Party Records** – Add / Modify owner, agent, and lender records, including: primary names, additional names, phone numbers.
- **Party Search** – Find owner, agent, and lender records by name, phone number, or address.
- **Property Search** – Find property records by property ID, quick-ref ID, owner name, or situs address
- **Ownership** – display ownership relating to each owner of a property, including: addresses, agents, lenders, and ownership percentages.
- **Payment Processing** – make full and partial payments on bills and print receipts. Calculate P&I and Attorney's Fees.
- **Tax Certificates** – print tax certificates for a property.
- **Batch Reports** – print daily balancing reports per batch.
- **Export to Financial Package** – export transaction, disbursement, and refund data in QuickBooks format for import into a financial package.

Exhibit "C"

- Levy Process – perform data transfer from Orion, print levy rolls and statements, and generate bills.
- Supplemental Processes – perform periodic data transfer from Orion, print supplemental rolls and statements, and generate modified bills.
- Rolls and Statements – produce other rolls and statements (Delinquent Tax Rolls, 2nd Notices, etc.)
- Delinquent Data Export – export delinquent bill data for 3rd Party (Tax Attorneys)
- Payment Plans – create and track scheduled payment plans (Installment Agreements)
- Mortgage Processing – export levy data for mortgage companies. Import and automatically post payments from mortgage companies.
- Vehicle Inventory Tax – place monthly payments into escrow, and automatically disburse
- Miscellaneous Fees – allow collection of miscellaneous fees.

Release 2 (June 2004)

- Tax Increment Financing – functions to track collections related to TIF Districts
- Legal Actions – tracking of legal actions and events on an account
- Post Multiple – allow single payment to be posted against multiple properties
- Forms. Generate documents to be printed by merging database information into MS Word documents created by the user.
- Advanced Property Search. Look up property records based on agent, lender, permit, legal description, taxing unit, property type, or sales information.
- Tax Rolls. Produce preliminary, certified, supplemental, and tax rolls.
- Splits & Combinations. Provide a wizard-like interface that allows the users to perform splits or combinations of properties. This process will also keep track of "ancestry" information for the property.
- Public Access – Version 1.0 Viking public access web site or similar.

Exhibit "D" - Agreement Summary
Williamson County Tax Office

<i>Orion Item Descriptions</i>	<i>Quantity</i>	<i>Units</i>	<i>Price</i>	<i>Total</i>
HARDWARE & SYSTEM SOFTWARE				
Print Server / Domain Controller	1	EA	4,289	\$4,289
Dell Poweredge 7650, Single Xeon Processor, 512 Cache 512MB SDRAM				
2 - 36GB 10K RPM Ultra 160 SCSI RAID Hard Disks (RAID 1) Dual Onboard NICs				
Windows 2003 Server Standard Edition				
Primary Database Server (4 CPU 1.9Ghz, 1MB Cache, 2GB) Dell Poweredge 6600, 2.0Ghz/1MB Cache Xeon Quad Processors 2GB DDR SDRAM	1	EA	13,847	\$13,847
2 - 36GB 10K RPM Ultra 160 SCSI Hard Disks (RAID 1) 3 - 73GB 10K RPM Ultra 160 SCSI Hard Disks (RAID 5) 2 - 36GB 10K RPM Ultra 160 SCSI Hard Disks (RAID 1) Intel Pro 1000XT Copper Gigabit Network Adapter Windows 2003 Server Standard Edition				
WEB / Application Servers				
Dell Poweredge 1750, 2 XEON Proc, 512 Cache 1GB SDRAM	2	EA	3,402	\$6,803
2 - 36GB 10K RPM Ultra 160 SCSI Hard Disks Dual Onboard NICs Windows 2003 Server WEB Edition				
Job Server				
Dell Poweredge 1750, 2 XEON Proc, 512 Cache 1GB SDRAM	1	EA	3,402	\$3,402
2 - 36GB 10K RPM Ultra 160 SCSI Hard Disks Dual Onboard NICs Windows 2003 Server WEB Edition				
Public Server				
Williamson County will use Existing Public Web Server Network Attached Storage (Images) PowerVault 775N, 2.4Ghz Xeon, 512KB Cache 512MB DDR (2) 18GB 10K RPM, Ultra 160, SCSI Hard Drives	1	EA	6,762	\$6,762



THE SOFTWARE GROUP

A TYLER TECHNOLOGIES COMPANY

Exhibit "D" - Agreement Summary

Williamson County Tax Office

<i>Orion Item Descriptions</i>	<i>Quantity</i>	<i>Units</i>	<i>Price</i>	<i>Total</i>
Windows for PowerVault				
Dual Onboard NICs				
(3) 73GB 10k RPM, Ultra 160, SCSI Hard Drives (RAID)				
Network Switch				
Powerconnect 5212, Managed Switch 10/100/1000	2	EA	1,277	\$2,554
Rack, UPS, KB, Monitor, KVM Switch	1	EA	8,091	\$8,091
PowerVault 122T 2U LTO 100/200GB single drive autoloader, holds eight cartridges, Rapid Rails, 3yrs NBDOS service, rack install	1	EA	7,282	\$7,282
LTO-2 100/200GB Tapes (5 Pack)	4	EA	673	\$2,691
DVD Device for one of Servers in Rack	1	EA	200	\$200
Primary DB - SQL Server Standard Edition 4 Processor, 2GB License	1	License	21,585	\$21,585
MS Software Assurance	1	EA	10,795	\$10,795
DataDynamics Active Reports 1 License	1	License	1,299	\$1,299

Orion Hardware & System Software SQL Server

\$89,601



Exhibit "D" - Agreement Summary
Williamson County Tax Office

<i>Orion Item Descriptions</i>	<i>Quantity</i>	<i>Units</i>	<i>Price</i>	<i>Total</i>
APPLICATION SOFTWARE				
TSG Orion N-Tier Web based Collections System	1	License	170,000	\$170,000
Orion ATC Client Discount				(\$55,000)
Orion Tax Collection Application				\$115,000



Exhibit "D" - Agreement Summary

Williamson County Tax Office

<i>Orion Item Descriptions</i>	<i>Quantity</i>	<i>Units</i>	<i>Price</i>	<i>Total</i>
PROFESSIONAL SERVICES				
Installation & Setup of System	1	EA	4,000	\$4,000
Disaster Recovery / Test Machine Setup Assistance	2	Days	1,000	\$2,000
On Site Training & Setup Days	15	Days	1,000	\$15,000
Conversion	1	EA	Included	Included
Based on development of one central TSG conversion program				
(Custom Programming Hours (Optional))	80	Hours	120	\$9,600
Project Management	1	EA	10,000	\$10,000

Professional Services - Installation, Conversion & Training

\$40,600



Exhibit "D" - Agreement Summary
Williamson County Tax Office

<i>Orion Item Descriptions</i>	<i>Quantity</i>	<i>Units</i>	<i>Price</i>	<i>Total</i>
<i>Pricing Summary</i>				
Orion Hardware & System Software			89,601	
Orion Collection Application			115,000	
Orion Professional Services			40,600	
Total Solution Discount (Hardware, System Software, Applications, Services)			(25,000)	
<i>Note: Total Discounts Provided</i>				(\$80,000)
Total Estimate				\$220,201

**Williamson County Tax Office, Orion Project
Contract Deliverables Summary
Exhibit "E"**

[illegible]