

CITY OF NAPLES, FLORIDA

AGREEMENT

Bid/Proposal No. 035-12

Contract No. 12-00039

Project Name Enterprise Resource Planning Software

THIS AGREEMENT (the "Agreement") is made and entered into this **August 22, 2012** (the "Effective Date"), by and between the City of Naples, a Florida municipal corporation, (the "CITY") and Tyler Technologies, Inc., a Delaware corporation, 1 Cole Haan Drive, Yarmouth, Maine 04096 (the "CONTRACTOR", or "Tyler").

WITNESSETH:

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning certain services specified in this Agreement (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted a proposal for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of professional services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

SECTION I. SERVICES

ARTICLE ONE CONTRACTOR'S RESPONSIBILITY

1.1. The Services to be performed by CONTRACTOR are generally described as **the purchase, installation, maintenance, and licensing of an enterprise resource planning software.**

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. The CONTRACTOR agrees to employ and designate, in writing, within 30 calendar days after the Effective Date, a qualified professional to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR

with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of professional services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval for compliance with the applicable warranty hereunder. Services shall be in accordance with the generally accepted industry standards of professional practice as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONTRACTOR hereunder, and CONTRACTOR shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph. However, CONTRACTOR shall withhold or release such information consistent with the requirements of Florida Public Records laws.

1.7 The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of 2 years after termination of all implementation services under this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8 The CONTRACTOR agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY within the meaning of Section 2-976 (a) (2), Naples City Code of Ordinances. For purposes of this section, the parties agree that application shall be limited to consulting reports, written analysis, gap fit assessments or similar documents prepared for the City by CONTRACTOR relating to unique implementation services provided to the CITY and shall operate so as to prevent CONTRACTOR from re-using such documents for other CONTRACTOR customers. This section shall not in any manner prohibit CONTRACTOR from engaging in concurrent similar implementation services on behalf of other customers in the ordinary course of CONTRACTOR'S business operations.

1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

**ARTICLE TWO
CITY'S RESPONSIBILITIES**

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONTRACTOR;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the CITY's City Manager as authorized by City Council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;
- (b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and
- (c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during the CITY'S normal business hours.

2.4. CITY acknowledges that the implementation of the Tyler Software Products is a cooperative process requiring the time and resources of CITY personnel. CITY shall, and shall cause CITY personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation. Tyler shall not be liable for failure to meet such deadlines and milestones when such failure is due to the failure by CITY personnel to provide such cooperation and assistance (either through action or omission).

**ARTICLE THREE
TIME**

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY. As part of project initiation, CITY and CONTRACTOR shall develop a mutually agreeable project plan which shall endeavor to complete implementation within twenty-four (24) months from the project kickoff.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, except those for which the CITY may be responsible in whole or in part or which result from force majeure, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule. In exercising its discretion hereunder, the CITY shall not unreasonably deny acknowledgment that CONTRACTOR has resumed performance or will shortly be back on schedule.

ARTICLE FOUR SERVICES BY CONTRACTOR'S OWN STAFF

4.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

ARTICLE FIVE PROFESSIONAL SERVICES FEES

5.1. Notwithstanding specific prices to the contrary set forth in the Investment Summary, all Consulting and Training services will be invoiced in half-day and full-day increments.

5.2. Verification in accordance with Section A(3)(a) will be billable to CITY at the rate for Training services set forth in the Investment Summary.

5.3. Training and consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then-current rates. Any additional services beyond those included in the Investment Summary shall be provided only upon written approval and authorization from Client.

5.4. Programming and interface quotes are estimates based on Tyler's understanding of the specifications supplied by CITY. In the event City requires additional work performed above the specifications provided,

Tyler will submit to CITY an amendment containing an estimate of the charges for the additional work. CITY will have thirty (30) calendar days from the date the estimate is provided to approve the amendment.

**ARTICLE SIX
CANCELLATION OF SERVICES**

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

SECTION II. TERMS APPLICABLE TO ENTIRE AGREEMENT

**ARTICLE ONE
COMPENSATION**

1.1. The total compensation to be paid the CONTRACTOR by the CITY for all Products and Services shall not exceed the line item prices listed on the attached Investment Summary for those items so listed and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **EXHIBIT B** and made a part of this Agreement.

**ARTICLE TWO
MAINTENANCE OF RECORDS**

2.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation reasonably during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours. If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.

**ARTICLE THREE
INDEMNIFICATION**

3.1. The CONTRACTOR agrees to indemnify and hold harmless the City from liabilities, damages, losses and costs for property damage and/or personal injury, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, or intentional wrongful misconduct of the CONTRACTOR employees in the performance of the Contract.

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

**ARTICLE FOUR
INSURANCE**

4.1. CONTRACTOR shall obtain and carry, at all times during its performance under this Agreement, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **EXHIBIT C** and made a part of this Agreement.

**ARTICLE FIVE
TERMINATION OR SUSPENSION**

5.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified in the mutually agreeable project plan, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY except as may result from Force Majeure or delays attributable to CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR, or (d) failure to obey laws, ordinances, regulations or other codes of conduct regarding the manner in which services are to be provided, including but not limited to, Equal Employment Opportunity regulations and Americans with Disabilities Act regulations, or (e) failure to perform or abide by the terms or spirit of this Agreement. The CITY may so terminate this Agreement, in whole or in part, if any material breach remains uncured after 30 days of the City giving the CONTRACTOR written notice thereof.

5.2. Upon termination hereunder, the CITY shall make payment to CONTRACTOR for all products delivered, services rendered plus applicable expenses that are not subject to dispute. Payment for any disputed fees shall be handled in accordance with the dispute resolution process. If, after notice of termination of this Agreement as provided for in paragraph 5.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 5.1, then the notice of termination given pursuant to paragraph 5.1 shall be deemed to be the notice of termination provided for in paragraph 5.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 5.3 below.

5.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 30 calendar day's written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fees for professional services, plus applicable expenses earned through the date of termination and fees for any products delivered through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

**ARTICLE SIX
CONFLICT OF INTEREST**

6.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

**ARTICLE SEVEN
MODIFICATION**

7.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**ARTICLE EIGHT
NOTICES AND ADDRESS OF RECORD**

8.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

City of Naples
735 Eighth Street South
Naples, Florida 34102-3796
Attention: **A. William Moss**, City Manager

8.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

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

8.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

**ARTICLE NINE
MISCELLANEOUS**

9.1. The CONTRACTOR, in performing services hereunder for the CITY, shall observe the highest standards of professionalism, obey reasonable rules of conduct of the Client and generally accepted codes of conduct.

9.2. This Agreement is not assignable, in whole or in part, by either party without the written consent of the other party, except that the CONTRACTOR may, without prior consent, assign this Agreement to the surviving entity of any merger or consolidation or to any purchaser of substantially all of CONTRACTOR'S assets. The CONTRACTOR shall notify the City of the merger within 30 days. The City reserves the right to exercise any termination for convenience rights pursuant to Section II, Article 5.3 in the event of such assignment.

9.3. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

9.4. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

9.5. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

9.6. The CONTRACTOR in performing services hereunder shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **EXHIBIT D**.

9.7. Disaster Recovery service will renew automatically for up to five additional one (1) year terms at Tyler's then-current Disaster Recovery fee unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.

9.8. Pricing for optional products and services contained within the Attached **EXHIBIT A** Investment Summary shall be valid for six (6) months from the Effective Date.

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

9.10. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement for a period of two (2) years. This obligation of confidentiality will not apply to information that:

- a) At the time of the disclosure is in the public domain;
- b) After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
- c) A party can establish by reasonable proof was in that party's possession at the time of disclosure;
- d) A party receives from a third party who has a right to disclose it to that party; or
- e) Is subject to Freedom of Information Act requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information. This provision is subject to the Florida Public Records laws.

9.12. Dispute Resolution. CITY will notify Tyler in writing within fifteen (15) days of becoming aware of a dispute. Tyler and CITY shall in good faith attempt to resolve such dispute informally within thirty (30) calendar days of Tyler's receipt of written notice from CITY. In the event the parties fail to resolve the dispute as set forth above, the dispute will be referred to non-binding mediation. Thereafter, either party may assert its other rights and remedies under this Agreement within a court of competent jurisdiction.

All meetings and discussions in furtherance of dispute resolution will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 or any similar applicable state rule.

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

9.13. Disclaimer. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

9.14. Limitation of Liability. In no event will either party be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products. Except as otherwise expressly set forth in this Agreement, CONTRACTOR'S liability for damages and expenses arising out of this Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of fees set forth in the Investment Summary and paid by CITY. Such License fees reflect and are set in reliance upon this limitation of liability.

9.15. Taxes. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by CITY to Tyler. In the event CITY possesses a valid direct-pay permit, City will forward such permit to Tyler on the Effective Date, in accordance with Section II, Article Nine. In such event, CITY will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, CITY will provide Tyler with CITY's tax-exempt certificate.

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

**ARTICLE TEN
APPLICABLE LAW**

10.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida or the United States District Court having jurisdiction therein.

SECTION III. SOFTWARE LICENSE

**ARTICLE ONE
LICENSE GRANT**

1.1. Upon the Effective Date, Tyler hereby grants to CITY a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit A ("Investment Summary") and related interfaces (collectively, the "Tyler Software Products") and Tyler user guides provided in or with the Tyler Software Products ("User Guides") for CITY's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if CITY fails to comply with the terms and conditions of this Agreement, including without limitation, CITY's failure to timely pay the Software fees in full. Upon CITY's payment in full for the Tyler Software Products, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.

1.2. Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and User Guides.

1.3. The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.

1.4. The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. CITY shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. CITY shall provide advance written notice to Tyler of any such transfer.

1.5. CITY acknowledges and agrees that the Tyler Software Products and User Guides are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. CITY shall use best efforts to keep the Tyler Software Products and User Guides confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or User Guides by any party.

1.6. The Tyler Software Products may not be modified by anyone other than Tyler. If CITY modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. CITY shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.

1.7. CITY may make copies of the Tyler Software Products for archive purposes only. CITY shall repeat any and all proprietary notices on any copy of the Tyler Software Products. CITY may make copies of the Tyler User Guides for internal use only.

1.8. Tyler maintains an escrow agreement with an escrow services company under which Tyler places the source code of each major release of the Tyler Software Products. At CITY's request, Tyler will add CITY as a beneficiary to such escrow agreement. CITY will pay the annual beneficiary fee (currently \$700) directly to the escrow services company and is solely responsible for maintaining its status as a beneficiary.

1.9. In the event CITY acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manger is restricted to use with Tyler applications only. If CITY wishes to use Tyler Content Management software with non-Tyler applications, CITY must purchase or upgrade to Tyler Content Manager Enterprise Edition.

ARTICLE TWO LICENSE FEES

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

ARTICLE THREE VERIFICATION OF SOFTWARE

3.1. CITY shall select one (1) of the following two (2) options within thirty (30) days of installation by providing written notice to Tyler in accordance with Section II, Article Nine:

a) Within sixty (60) days after the Tyler Software Products have been installed on CITY's hardware, Tyler shall verify the Tyler Software Products by demonstrating to CITY that the Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which demonstration will constitute verification that the Tyler Software Products substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to CITY; or

b) Within sixty (60) days after the Tyler Software Products have been installed on CITY's hardware, CITY shall use its own process to verify that the Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which will constitute verification that the Tyler Software Products substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to CITY.

3.2. Verification as described herein will be final and conclusive except for latent defect, fraud, and a gross mistake that amounts to fraud. In the event verification is not final and conclusive, pursuant to this paragraph, Tyler will correct the cause thereof. In the event Tyler cannot correct the cause thereof, CITY may invoke its rights under Section III, Article Four.

3.3. Tyler shall promptly correct any functions of the Tyler Software Products that failed verification.

ARTICLE FOUR TYLER SOFTWARE WARRANTY

4.1. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to CITY. In the event of conflict between the afore-mentioned documents, the then-current Tyler User Guides will control. A Tyler Software Product is "Defective" if it contains a Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit A-2). Should Tyler be unable to cure the Defect or provide a replacement product, CITY will be entitled to a refund of the Software fee paid for the Defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date, which will be CITY's sole remedy should Tyler be unable to cure the Defect or provide a replacement product.

ARTICLE FIVE INTELLECTUAL PROPERTY RIGHTS

5.1. Tyler's Obligations. Tyler shall defend and indemnify CITY against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.

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

- i. Promptly notifies Tyler in writing of any such claim;
- ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and
- iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.

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

- i. CITY's use of a previous version of a Tyler Software Product and the claim would have been avoided had CITY used the current version of the Tyler Software Product;
- ii. CITY's combining the Tyler Software Product with devices or products not provided by Tyler;

- iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;
- iv. Corrections, modifications, alterations or enhancements that CITY made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;
- v. Use of the Tyler Software Product by any person or entity other than CITY or CITY's employees; or
- vi. CITY's willful infringement, including CITY's continued use of the infringing Tyler Software Product after CITY becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder.

5.4. Remedy.

- i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by CITY is enjoined, Tyler will, at its election:
 - (a) Procure for CITY the right to continue using the infringing Tyler Software Products;
 - (b) Modify or replace the infringing Tyler Software Products so that it becomes non-infringing; or
 - (c) Terminate CITY's license for the infringing Tyler Software Product and refund to CITY the Software fee paid for the infringing Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date.
- ii. The foregoing states Tyler's entire liability and CITY's sole and exclusive remedy with respect to the subject matter hereof.

SECTION IV. MAINTENANCE

**ARTICLE ONE
SCOPE OF MAINTENANCE**

- 1.1. CITY agrees to purchase and Tyler agrees to provide maintenance services for the Tyler Software Products in accordance with the following terms and conditions.

**ARTICLE TWO
TERM OF MAINTENANCE**

- 2.1. This Maintenance Agreement is effective on installation of the Tyler Software Products and will remain in force for an initial one (1) year term, which will renew automatically for up to 5 additional one (1) year terms at Tyler's then-current Maintenance fees unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.

**ARTICLE THREE
MAINTENANCE SERVICES**

- 3.1 For as long as a current Maintenance Agreement is in place, Tyler shall:
- a) In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit A-2) in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If City modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products will be void.
 - b) Provide telephone support on the Tyler Software Products. Tyler personnel shall accept telephone calls

during the hours set forth in Exhibit A-2 - Support Call Process.

c) Continuously maintain a master set of the Tyler Software Products on appropriate media, a hardcopy printout of source code to the Tyler Software Products, and Tyler User Guides.

d) Maintain personnel that are appropriately trained to be familiar with the Tyler Software Products in order to provide maintenance services.

e) Provide CITY with all releases Tyler makes to the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler annual Maintenance Agreement. Third Party Products; and installation, Consulting and Training services related to the new releases will be provided to City at Tyler's then-current rates. CITY acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without CITY customization or modification.

f) Support prior releases of the Tyler Software Products in accordance with Tyler's then-current release life cycle policy.

ARTICLE FOUR MAINTENANCE LIMITATIONS

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

ARTICLE FIVE CITY RESPONSIBILITIES

5.1. CITY shall provide, at no charge to Tyler, full and free access to the Tyler Software Products; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.

5.2. Tyler currently utilizes "Go To Assist" as a secure commercial PC to PC remote connectivity tool to provide remote maintenance services. CITY shall maintain for the duration of the Agreement a high-speed Internet connection capable of connecting to CITY's PC's and server. Tyler strongly recommends that CITY also maintain a modem or VPN for backup connectivity purposes. Tyler, at its option, will use the connection to assist with problem diagnosis and resolution.

ARTICLE SIX MAINTENANCE FEES

6.1. Maintenance fees will be invoiced by Tyler annually in advance. Tyler shall provide CITY with not less than forty-five (45) days written notice of any change in annual Maintenance fees.

6.2. Any maintenance services performed by Tyler for CITY which are not covered by this Maintenance Agreement, as set forth in Section IV, Article Four, including materials and expenses, will be billed to CITY at Tyler's then current rates.

6.3. Tyler reserves the right to suspend maintenance services if CITY fails to pay undisputed Maintenance fees within sixty (60) calendar days of the due date. Tyler shall reinstate maintenance services upon CITY's payment of all past due Maintenance fees, including all such fees for the periods during which services were suspended.

SECTION V. THIRD PARTY PRODUCTS

ARTICLE ONE LICENSE OF THIRD PARTY PRODUCTS

1.1. For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to CITY, and City agrees to accept from Tyler the System Software and Hardware set forth in the Investment Summary (collectively, the “Third Party Products”).

ARTICLE TWO LICENSE OF SYSTEM SOFTWARE

2.1. Upon CITY's payment in full of the System Software fees, Tyler shall grant to CITY and CITY shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for CITY's internal business purposes, subject to the terms and conditions set forth herein.

2.2. The developer of the System Software (each a “Developer”, collectively “Developers”) shall retain ownership of the System Software.

2.3. The right to transfer the System Software to a replacement hardware system is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to CITY. CITY shall provide advance written notice to Tyler of any such transfer.

2.4. CITY acknowledges and agrees that the System Software and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. CITY shall use best efforts to keep the System Software and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the System Software and related documentation by any party.

2.5. CITY shall not perform decompilation, disassembly, translation or other reverse engineering on the System Software.

2.6. CITY may make copies of the System Software for archive purposes only. CITY shall repeat any and all proprietary notices on any copy of the System Software. CITY may make copies of the documentation accompanying the System Software for internal use only.

ARTICLE THREE DELIVERY

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

ARTICLE FOUR INSTALLATION AND ACCEPTANCE

4.1. Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Third Party Products. Upon completion of installation, CITY will obtain from Tyler a certification of completion, or similar document, which will constitute CITY's acceptance of the Third Party Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.

**ARTICLE FIVE
SITE REQUIREMENTS**

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

**ARTICLE SIX
WARRANTY**

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

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

6.3. CITY acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and passes through to CITY any warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products.

**ARTICLE SEVEN
MAINTENANCE ON THIRD PARTY PRODUCTS**

7.1. In the event CITY elects not to purchase through Tyler maintenance services on the System Software, it will be the responsibility of CITY to repair and maintain the System Software and purchase enhancements as necessary after acceptance.

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

7.3. In the event the Developer charges a fee for future System Software release(s), CITY will be required to pay such fee.

**ARTICLE EIGHT
LIABILITY FOR THIRD PARTY PRODUCTS**

8.1. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Third Party Products. Tyler's liability for damages and expenses arising out of this Third Party Product Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the License Fee/Purchase Price of the Third Party Products paid by CITY. Such prices are set in reliance upon this limitation of liability.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

By:


Patricia L. Rambosk
Patricia L. Rambosk, City Clerk

Approved as to form
and legal sufficiency:

By:

Robert D. Pritt
Robert D. Pritt, City Attorney

Witness

Shawn Stroud

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By:

A. William Moss
A. William Moss, City Manager

CONTRACTOR:

Tyler Technologies, Inc., A Delaware Corporation

By:

[Signature]
Its President, ERP Division

(CORPORATE SEAL)



**EXHIBIT A-
INVESTMENT SUMMARY**

Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Consulting Days	Consulting Cost	Date Conversion	Mobile Total	Year One Maintenance
Accounting/GL/BG/AP	\$52,250	9 @ \$1,175	\$10,575	3 @ \$1,275	\$3,825	\$10,600	\$77,250	\$9,405
Accounts Receivable	\$11,000	4 @ \$1,175	\$4,700	1 @ \$1,275	\$1,275	n/a	\$16,975	\$1,980
Bid Management	\$6,000	2 @ \$1,175	\$2,350	1 @ \$1,275	\$1,275	n/a	\$9,625	\$1,080
Business License	\$10,000	6 @ \$1,175	\$7,050	2 @ \$1,275	\$2,550	\$8,400	\$28,000	\$1,800
Business and Vendor Self Service (client hosted)	\$10,000	1 @ \$1,175	\$1,175	n/a	n/a	n/a	\$11,175	\$1,800
Central Property File	\$0	1 @ \$1,175	\$1,175	n/a	n/a	n/a	\$1,175	\$550
Citizen Self Service (client hosted)	\$11,000	1 @ \$1,175	\$1,175	n/a	n/a	n/a	\$12,175	\$1,980
Contract Management	\$5,900	2 @ \$1,175	\$2,350	1 @ \$1,275	\$1,275	n/a	\$9,525	\$1,062
Fixed Assets	\$12,000	3 @ \$1,175	\$3,525	2 @ \$1,275	\$2,550	\$3,000	\$21,075	\$2,160
GASB 34 Report Writer	\$11,000	3 @ \$1,175	\$3,525	n/a	n/a	n/a	\$14,525	\$1,980
General Billing	\$5,000	3 @ \$1,175	\$3,525	1 @ \$1,275	\$1,275	\$8,200	\$18,000	\$900
HR Management	\$7,700	4 @ \$1,175	\$4,700	1 @ \$1,275	\$1,275	n/a	\$13,675	\$1,386
IVR Gateway	\$6,000	2 @ \$1,175	\$2,350	1 @ \$1,275	\$1,275	n/a	\$9,625	\$1,080
Inventory	\$11,000	4 @ \$1,175	\$4,700	1 @ \$1,275	\$1,275	\$4,700	\$21,675	\$1,980
GL Option 1 - 5 Years of Data	n/a	n/a	n/a	n/a	n/a	\$1,000	\$1,000	n/a
GL Option 2 - 5 Years of Data	n/a	n/a	n/a	n/a	n/a	\$1,000	\$1,000	n/a
MUNIS Disaster Recovery Service	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$17,955
Maplink GIS Integration	\$8,500	1 @ \$1,175	\$1,175	n/a	n/a	n/a	\$9,675	\$1,530
Munis Office	\$8,500	2 @ \$1,175	\$2,350	n/a	n/a	n/a	\$10,850	\$1,530
Parking Tickets	\$11,000	4 @ \$1,175	\$4,700	1 @ \$1,275	\$1,275	\$4,200	\$21,175	\$2,750
Payroll w/ESS	\$16,100	10 @ \$1,175	\$11,750	1 @ \$1,275	\$1,275	\$13,200	\$42,325	\$2,898
Permits & Code Enforcement	\$22,000	15 @ \$1,175	\$17,625	3 @ \$1,275	\$3,825	\$13,500	\$56,950	\$4,400
Project & Grant Accounting	\$10,000	2 @ \$1,175	\$2,350	2 @ \$1,275	\$2,550	n/a	\$14,900	\$1,800
Purchase Orders	\$12,000	3 @ \$1,175	\$3,525	2 @ \$1,275	\$2,550	\$2,700	\$20,775	\$2,160
Requisitions	\$10,000	4 @ \$1,175	\$4,700	1 @ \$1,275	\$1,275	n/a	\$15,975	\$1,800

Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Consulting Days	Consulting Cost	Data Conversion	Module Total	Year One Maintenance
Role Tailored Dashboard	\$8,500	1 @ \$1,175	\$1,175	1 @ \$1,275	\$1,275	n/a	\$10,950	\$1,530
System Admin & Security	n/a	2 @ \$1,175	\$2,350	n/a	n/a	n/a	\$2,350	n/a
TCM SE	\$20,000	4 @ \$1,175	\$4,700	n/a	n/a	n/a	\$24,700	\$3,600
Treasury Management	\$10,000	2 @ \$1,175	\$2,350	2 @ \$1,275	\$2,550	n/a	\$14,900	\$1,800
Tyler Cashiering	\$21,000	4 @ \$1,175	\$4,700	n/a	n/a	n/a	\$25,700	\$3,780
Tyler Forms Processing	\$6,500	n/a	n/a	n/a	n/a	n/a	\$6,500	\$2,000
Tyler GoDocs	\$3,500	n/a	n/a	n/a	n/a	n/a	\$3,500	n/a
Tyler Reporting Services	\$12,000	3 @ \$1,175	\$3,525	n/a	n/a	n/a	\$15,525	\$3,000
UB Interface	\$8,250	2 @ \$1,175	\$2,350	1 @ \$1,275	\$1,275	n/a	\$11,875	\$1,485
Utility Billing CIS	\$23,000	32 @ \$1,175	\$37,600	1 @ \$1,275	\$1,275	\$16,500	\$78,375	\$4,140
Work Orders, Fleet & Facilities Management	\$13,750	10 @ \$1,175	\$11,750	5 @ \$1,275	\$6,375	\$7,500	\$39,375	\$2,475
Workflow Finance	n/a	3 @ \$1,175	\$3,525	n/a	n/a	n/a	\$3,525	n/a
Workflow HR	n/a	3 @ \$1,175	\$3,525	n/a	n/a	n/a	\$3,525	n/a
Workflow Revenue	n/a	3 @ \$1,175	\$3,525	n/a	n/a	n/a	\$3,525	n/a
Sub-Total:	\$383,450		\$182,125		\$43,350	\$94,500	\$703,425	\$89,776
<i>Less Discount:</i>	\$138,042						\$138,042	\$71,821
TOTAL:	\$245,408	155	\$182,125	34	\$43,350	\$94,500	\$565,383	\$17,955

Other Services

Description	Quantity	List Price	Extended Price
AP Positive Pay Export Format	1	\$3,000	\$3,000
AP/PR Check Recon Import	1	\$1,000	\$1,000
Estimated Travel Expenses	72	\$1,175	\$84,600
Install Fee - New Server Install-WIN-CD w/V/S	1	\$6,000	\$6,000
Maplink GIS Integration Installation	1	\$500	\$500
PR Positive Pay Export Format	1	\$3,000	\$3,000
Project Planning Services - D	1	\$6,000	\$6,000
Tyler Forms Business License Library - D	1	\$1,400	\$1,400
Tyler Forms Financial Library - D	1	\$1,500	\$1,500
Tyler Forms General Billing Library - D	1	\$2,000	\$2,000
Tyler Forms Human Resources Library - B	1	\$1,200	\$1,200
Tyler Forms Permits Library - D	1	\$3,000	\$3,000
Tyler Forms Processing - Configuration - D	2	\$1,000	\$2,000

Other Services

Description	Quantity	Unit Price	Extended Price
Tyler Forms Utility Billing Library - D	1	\$4,500	\$4,500

TOTAL: \$119,700

Conversion

Description	Price
AC Opt 1 - Actuals	\$1,500
AC Opt 2 - Budgets	\$1,500
AC Standard COA	\$2,000
AP Opt 1 - Checks	\$1,600
AP Opt 2 - Invoice	\$2,400
AP Standard Master	\$1,600
BL Opt 1 - Bills	\$4,400
BL Std Master	\$4,000
FA Std Master	\$3,000
GB Opt 1 - Recurring Invoices	\$2,700
GB Opt 2 - Bills	\$4,000
GB Std CID	\$1,500
GL Option 1 - 5 Years of Data	\$1,000
GL Option 2 - 5 Years of Data	\$1,000
IN Opt 1 - Commodity Codes	\$1,200
IN Std Master	\$3,500
PR Payroll - Option 1 Deductions	\$1,800
PR Payroll - Option 2 Accrual Balances	\$1,500
PR Payroll - Option 3 Accumulators	\$1,400
PR Payroll - Option 4 Check History	\$1,200
PR Payroll - Option 5 Earning/Deduction Hist	\$2,500
PR Payroll - Option 7 PM Action History	\$1,400
PR Payroll - Option 8 Position Control	\$1,400
PR Payroll - Standard	\$2,000
PT Opt 1 - Bills	\$2,940
PT Std Master	\$1,260
Permits and Code Enforcement - Option 1	\$4,500
Permits and Code Enforcement - Option 2	\$3,000
Permits and Code Enforcement - Option 3	\$3,000

Conversion

Description	Price
Permits and Code Enforcement - Standard	\$3,000
Purchase Orders - Standard	\$2,700
Utility Billing - Option 1 Services	\$3,000
Utility Billing - Option 3 Consumption History	\$3,000
Utility Billing - Option 4 Balance Forward AR	\$4,000
Utility Billing - Option 5 Service Orders	\$2,000
Utility Billing - Option 6 Backflow	\$2,000
Utility Billing - Standard	\$2,500
WO Opt 1 - Work Order Asset	\$3,000
WO Opt 2 - Closed WO History No Cost Data	\$4,500
TOTAL:	\$94,500

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Total Price	Unit Maintenance	Total Year One Maintenance
Tyler Secure Signature Key - Additional	2	\$150	\$300	n/a	n/a
Tyler Secure Signature Key with System	2	\$0	\$0	n/a	n/a
Tyler Secure Signature System	2	\$1,500	\$3,000	n/a	n/a
Tyler Unlimited Client Access License	1	\$13,500	\$13,500	n/a	n/a
Tyler Unlimited Client Access Maintenance	1	n/a	n/a	\$2,700	\$2,700
3rd Party Hardware Sub-Total:			\$3,300		\$0
3rd Party Software Sub Total:			\$13,500		\$2,700
3rd Party Services Sub-Total:			\$0		\$0
TOTAL:			\$16,800		\$2,700

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$245,408	\$17,955
Total Tyler Services	\$439,675	\$0
Total 3rd Party Hardware, Software and Services	\$16,800	\$2,700
Summary Total	\$701,883	\$20,655

Comments

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

Prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

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

The first annual software maintenance fees which cover the one (1) year period commencing upon installation of the software products are waived. Subsequent annual software maintenance fees will be due on the anniversary of the installation date of the software products at Tyler's then current fees.

Tyler's OSDBA Service is calculated at 25% of the MUNIS annual maintenance. There is a \$2,500 minimum annual fee and a \$30,000 maximum annual fee for OSDBA service.

For the Tyler software products; upon payment in full of the license fees, you will receive a perpetual site license, however, related third party products may be licensed annually and per concurrent user, not unlimited seat license. On an ongoing basis, you will also be responsible for any related third party fees, including those associated with the addition of users to the configuration, and you shall be responsible for any increases in third party fees.

Tyler's Disaster Recovery Service is calculated at 25% of the MUNIS annual maintenance. There is a \$5,000 minimum annual fee and a \$30,000 maximum annual fee for Disaster Recovery service. The Disaster Recovery fees are applicable only to one Live MUNIS database and excludes all test and training databases.

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

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

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

Tyler's "Standard Fuel Interface" is currently available for the following Vendors:

Fuelman ~ TRN85
Fuelman
Fuelforce
Phoenix AFC
Fuel Master

If your vendor does not appear on this list, we will need to quote a "Custom Interface" in addition to the Standard Interface to cover the additional development costs.

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

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Management software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler Forms requires, HP Brand Black / White Laser Jet Networked Printer with Static IP Address, IEEE 1284-B Compliant Parallel Port (required for check printers only), HP Jet Direct Fast Ethernet Embedded Print Server, PCL 5e Drivers Installed, Minimum Memory - 64 MB, Minimum 80 Internal TrueType Scalable Fonts, Minimum of 2 Full Input Trays (Manual Feed Tray not usable), Accommodates Letter and Legal Size Paper Stock. Note: HP printers modified with TROY brand or any other 3rd party MICR security features are not supported for check printing.

Tyler's Form Library prices are based on delivering the specific form quantities listed below. Additional formats of forms listed below are extra. Custom forms are extra. Please note that TylerForms requires the use of approved printers only. Contact Manager of TFP for list of approved printers.

Payroll Library Includes: 1 PR Check, 1 Direct Deposit, 1 Vendor from Payroll Check, 1 Vendor from Payroll Direct Deposit, W2, W2c and 1099R.

Financial Library Includes: 1 A/P Check, 1 EFT/ACH, 1 Purchase Order, 1099M, 1099INT, 1099S and 1099G.

General Billing Library Includes: 1 Invoice, 1 Statement, 1 General Billing Receipt and 1 Miscellaneous Receipt.

Utility Billing Library includes: 1 Utility Bill, 1 Assessment, 1 UB Receipt, 1 Lien Letter, 1 UB Delinquent Notice, 1 Door Hanger and 1 Final Utility Bill.

Permits Library Includes: Includes 1 Building Permit, 1 Trades Permit, 1 Zoning Permit and 1 Certificate of Occupancy/Completion.

Business License Library Includes: 1 Business License and 1 Renewal Application.

Tax Billing Library Includes: XX Tax Forms.

Tyler Forms PO Distribution to XX department printers. Additional printer distribution is extra.

Tyler ERP system requires appropriately sized hardware server(s) with Windows OS and SQL database licenses, printers and scanners, etc. Tyler recommends a conference call with OSDBA manager to discuss server(s) and desktop sizing.

Programming for Check Reconciliation Import and Positive Pay Export assumes one bank format each. Multiple bank formats are extra.

Tyler provides onsite training for a maximum of 20 people per class. In the event that more than 20 users wish to participate in a training or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training class thereafter train the remaining users.

Travel Expenses have been estimated based on 73 trips averaging 3 days at \$1,500 average per trip and include implementation, consulting, installation and project manager visits. Expenses include: per diem, car rental, fuel, hotel and airfare etc. Actual expenses will be billed according to Tyler Travel Policy.

Optional Tyler Software & Related Services - not included in Totals

Description	License	Impl Days	Impl Cost	Consulting Days	Consulting Cost	Data Conversion	Module Total	Year One Maintenance
Applicant Tracking	\$2,750	1 @ \$1,175	\$1,175	1 @ \$1,275	\$1,275	n/a	\$5,200	\$495
BMI Asset Track Interface	\$3,800	1 @ \$1,175	\$1,175	1 @ \$1,275	\$1,275	n/a	\$6,250	\$684
BMI CollectIT Interface	\$3,800	1 @ \$1,175	\$1,175	1 @ \$1,275	\$1,275	n/a	\$6,250	\$684
Employee Expense Reimbursement	\$6,000	3 @ \$1,175	\$3,525	1 @ \$1,275	\$1,275	n/a	\$10,890	\$1,080
OS/DBA Contract Services	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$17,955
Payroll w/ESS	n/a	n/a	n/a	n/a	n/a	\$4,200	\$4,200	n/a
Professional Development	\$5,500	1 @ \$1,175	\$1,175	1 @ \$1,275	\$1,275	n/a	\$7,950	\$990
Risk Management	\$10,000	2 @ \$1,175	\$2,350	2 @ \$1,275	\$2,550	n/a	\$14,900	\$1,800
Standard Fuel Interface - SeeComments	\$3,800	1 @ \$1,175	\$1,175	1 @ \$1,275	\$1,275	n/a	\$6,250	\$684
TOTAL:	\$35,650	10	\$11,750	8	\$10,200	\$4,200	\$61,800	\$24,372

Optional Other Services - not included in Totals

Description	Quantity	Unit Price	Extended Price
Install Fee - Cash Station Install - Remote	1	\$500	\$500
P-Card Import Format W/O Encumbrances	1	\$7,500	\$7,500
TOTAL:			\$8,000

Optional Conversion - not included in Totals

Description	Price
PR Payroll - Option 10 Certifications	\$1,400
PR Payroll - Option 11 Education	\$1,400
PR Payroll - Option 6 Applicant Tracking	\$1,400
TOTAL:	\$4,200

Optional 3rd Party Hardware, Software and Services - not included in Totals

Description	Quantity	Unit Price	Total Price	Unit Maintenance	Total Year One Maintenance
BMI CollectIT Barcode PrinterKit	1	\$1,295	\$1,295	n/a	n/a
BMI Transtrak Fixed Asset Receiving System	1	\$3,345	\$3,345	n/a	n/a
BMI-ASSETTRACK-PPC for MUNIS (Incl. Install Fee)	1	\$6,490	\$6,490	n/a	n/a
Cable	1	\$15	\$15	n/a	n/a
Cash Drawer	1	\$230	\$230	n/a	n/a
Power Supply	1	\$40	\$40	n/a	n/a
Printer-(EPSON TM-H6000iii)	1	\$1,400	\$1,400	n/a	n/a
3rd Party Hardware Sub-Total:			\$12,815		\$0
3rd Party Software SubTotal:			\$0		\$0
3rd Party Services Sub-Total:			\$0		\$0
TOTAL:			\$12,815		\$0

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

Discount Detail

Description	License	License Discount	License Net	Maintenance Bash	Year One Maintenance Discount	Year One Maintenance Net	Impl Net	Consulting Net
Accounting/GL/BG/AP	\$52,250	\$18,810	\$33,440	\$9,405	\$9,405	\$0	9 @ \$1,175	3 @ \$1,275
Accounts Receivable	\$11,000	\$3,960	\$7,040	\$1,980	\$1,980	\$0	4 @ \$1,175	1 @ \$1,275
Bid Management	\$6,000	\$2,160	\$3,840	\$1,080	\$1,080	\$0	2 @ \$1,175	1 @ \$1,275
Business License	\$10,000	\$3,600	\$6,400	\$1,800	\$1,800	\$0	6 @ \$1,175	2 @ \$1,275
Business and Vendor Self Service (client hosted)	\$10,000	\$3,600	\$6,400	\$1,800	\$1,800	\$0	1 @ \$1,175	n/a
Central Property File	\$0	\$0	\$0	\$550	\$550	\$0	1 @ \$1,175	n/a
Citizen Self Service (client hosted)	\$11,000	\$3,960	\$7,040	\$1,980	\$1,980	\$0	1 @ \$1,175	n/a
Contract Management	\$5,900	\$2,124	\$3,776	\$1,062	\$1,062	\$0	2 @ \$1,175	1 @ \$1,275
Fixed Assets	\$12,000	\$4,320	\$7,680	\$2,160	\$2,160	\$0	3 @ \$1,175	2 @ \$1,275
GASB 34 Report Writer	\$11,000	\$3,960	\$7,040	\$1,980	\$1,980	\$0	3 @ \$1,175	n/a
General Billing	\$5,000	\$1,800	\$3,200	\$900	\$900	\$0	3 @ \$1,175	1 @ \$1,275
HR Management	\$7,700	\$2,772	\$4,928	\$1,386	\$1,386	\$0	4 @ \$1,175	1 @ \$1,275
IVR Gateway	\$6,000	\$2,160	\$3,840	\$1,080	\$1,080	\$0	2 @ \$1,175	1 @ \$1,275
Inventory	\$11,000	\$3,960	\$7,040	\$1,980	\$1,980	\$0	4 @ \$1,175	1 @ \$1,275
GL Option 1 - 5 Years of Data	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
GL Option 2 - 5 Years of Data	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MUNIS Disaster Recovery Service	n/a	n/a	n/a	\$17,955	\$0	\$17,955	n/a	n/a
Maplink GIS Integration	\$8,500	\$3,060	\$5,440	\$1,530	\$1,530	\$0	1 @ \$1,175	n/a
Munis Office	\$8,500	\$3,060	\$5,440	\$1,530	\$1,530	\$0	2 @ \$1,175	n/a
Parking Tickets	\$11,000	\$3,960	\$7,040	\$2,160	\$2,160	\$0	4 @ \$1,175	1 @ \$1,275
Payroll w/ESS	\$16,100	\$5,796	\$10,304	\$2,898	\$2,898	\$0	10 @ \$1,175	1 @ \$1,275
Permits & Code Enforcement	\$22,000	\$7,920	\$14,080	\$4,400	\$4,400	\$0	15 @ \$1,175	3 @ \$1,275
Project & Grant Accounting	\$10,000	\$3,600	\$6,400	\$1,800	\$1,800	\$0	2 @ \$1,175	2 @ \$1,275
Purchase Orders	\$12,000	\$4,320	\$7,680	\$2,160	\$2,160	\$0	3 @ \$1,175	2 @ \$1,275
Requisitions	\$10,000	\$3,600	\$6,400	\$1,800	\$1,800	\$0	4 @ \$1,175	1 @ \$1,275
Role Tailored Dashboard	\$8,500	\$3,060	\$5,440	\$1,530	\$1,530	\$0	1 @ \$1,175	1 @ \$1,275
System Admin & Security	n/a	n/a	n/a	n/a	n/a	n/a	2 @ \$1,175	n/a
TCM SE	\$20,000	\$7,200	\$12,800	\$3,600	\$3,600	\$0	4 @ \$1,175	n/a
Treasury Management	\$10,000	\$3,600	\$6,400	\$1,800	\$1,800	\$0	2 @ \$1,175	2 @ \$1,275
Tyler Cashiering	\$21,000	\$7,560	\$13,440	\$3,780	\$3,780	\$0	4 @ \$1,175	n/a
Tyler Forms Processing	\$6,500	\$2,340	\$4,160	\$2,000	\$2,000	\$0	n/a	n/a
Tyler GoDoes	\$3,500	\$1,260	\$2,240	n/a	n/a	n/a	n/a	n/a
Tyler Reporting Services	\$12,000	\$4,320	\$7,680	\$3,000	\$3,000	\$0	3 @ \$1,175	n/a
UB Interface	\$8,250	\$2,970	\$5,280	\$1,485	\$1,485	\$0	2 @ \$1,175	1 @ \$1,275
Utility Billing CIS	\$23,000	\$8,280	\$14,720	\$4,140	\$4,140	\$0	32 @ \$1,175	1 @ \$1,275

Discount Detail

Description	License	License Discount	License Net	Maintenance Bond	Year One Maintenance Discount	Year One Maintenance Net	Impl Net	Consulting Net
Work Orders, Fleet & Facilities Management	\$13,750	\$4,950	\$8,800	\$2,475	\$2,475	\$0	10 @ \$1,175	5 @ \$1,275
Workflow Finance	n/a	n/a	n/a	n/a	n/a	n/a	3 @ \$1,175	n/a
Workflow HR	n/a	n/a	n/a	n/a	n/a	n/a	3 @ \$1,175	n/a
Workflow Revenue	n/a	n/a	n/a	n/a	n/a	n/a	3 @ \$1,175	n/a

TOTAL: \$383,450 \$138,042 \$245,408 \$89,776 \$71,821 \$17,955

EXHIBIT A-1

Verification Test

The verification test (“Test”) detailed below will be conducted following installation. The purpose of the Test is to ensure the Tyler Software Products perform as warranted, using the MUNIS Verification Database. The MUNIS Verification Database contains the types of information ordinarily used by the specified software and the Test utilizes said data to demonstrate the performance of the specified software’s base line functions. As such, the Test is not intended to validate any site specific functionality and will only be conducted for those software products licensed by the Client. Client-specific functionality will be reviewed during the implementation phase when site-specific data will be applied against the desired functionality.

Many sections below contain three phases: table views, reports, and process. Each phase is intended to be completed in 4 hours or less. Please note that each phase listed below has a space where Client will be asked to initial, indicating that the verification has been performed and accepted.

FINANCIALS:

Phase 1

- View general ledger master table
- View budget master table
- View vendor master table
- View general ledger account inquiry – perform drill down
- Find purchase orders/requisitions in purchase order inquiry
- View inventory master
- View fixed assets master
- View work order master

Phase 2

- Enter a requisition
- Approve the requisition
- Convert to a purchase order
- Post the purchase order
- Enter an invoice against the requisition
- Post the invoice
- Select items to be paid report
- Print checks (on blank paper without forms)
- Find journals in journal inquiry using date find

Phase 3

- Reports:
 - General ledger trial balance
 - Year to date budget report
 - Vendor invoice list
 - Purchase orders by general ledger account (select open purchase orders)
 - Inventory list by location
 - Fixed asset list by location

PAYROLL/HR:

Phase 1

- View deduction master
- View pay type master
- View employee master
- View employee detail history – perform drill down
- View position table
- View terminated employee table

Phase 2

- Add new employee
- Build job pay records
- Start a new payroll
- Generate employee records
- Enter exceptions
- Print final proof
- Update employee files
- Print checks (on blank paper without forms)

Phase 3

- Reports
 - Employee Detail
 - Employee Accrual
 - Detail Check History Report
 - Payroll Register

UTILITY BILLING:

Phase 1

- View charge code file with rate tables
- View account master – perform drill down
- View customer file
- View bill inquiry
- View account inquiry

Phase 2

- Add new account
- Create water service record
- Start a new bill run
 - View charges file maintenance
- Enter meter reading manually
- Run charges proof register
- Generate accounts receivable
- Print bills (on blank paper without forms)
- Make a payment to a bill

Phase 3

- Reports:
 - Consumption inquiry/report
 - Utility billing aging report
 - Charge/payment history
 - Detail receivables register

OTHER REVENUE (TAX/EXCISE/GENERAL BILLING):

Phase 1

- View customer file
- View parcel file
- View charge code file
- View tax year parameter
- View motor vehicle master file
- View bill inquiry
- View lien file
- View receipt inquiry
- View activity totals inquiry/report

Phase 2

- Create a new general billing customer
- Add a general billing invoice
- Make a payment against the general billing
- Make a payment against a tax/excise/personal property/etc. bill
- Print payments proof
- Post payments
- Use receipt inquiry to find the payment

Phase 3

- Reports
 - Summary receivables
 - Detail receivables
 - Posted payments report

PERMITS & CODE ENFORCEMENT:

Phase 1

- View permit type f/m
- View Project Type f/m
 - Find a Project type with the 4 “bottom buttons” checked which indicates there is data. If none, build some defaults at the bottom.
 - Drill down using the bottom buttons
- View Inspection Type f/m
 - Drill down into inspectors and checklist at bottom
- View violation code f/m
 - Drill down into enforcement steps
- View property master
 - Perform drill down using the side menu options

Phase 2

- Add a new property
 - Set up default restrictions, hazards, and violations at the bottom
- Add a new application
 - Use a project/act that has the four defaults set in project type f/m (one each)
 - Make sure the app automatically sets up the default permits, prerequisites, inspections, and dept/board reviews by choosing the options to view
 - Choose the collect side menu option. Make sure you can accept payments for the fees and the system links to the accounts receivable module properly

Phase 3

- Reports
 - Applications status report
 - Inspections history report
 - Violations report
 - Contractors report
 - Dept/board review report

PARKING TICKETS:

Phase 1

- View parking ticket parameter file
- View parking ticket charge codes
- View owner maintenance

Phase 2

- Parking ticket entry
- Parking ticket inquiry
- Review export/import of data
- Review late processing

Phase 3

- Issue by location report
- Violations by issue date report
- Issuer productivity report

BUSINESS LICENSES:

- View customer file
- View description codes
- View business license charge codes
- View business license master file
- View business license late payment process
- View bill inquiry
- View business master report
- View business location report

ANIMAL LICENSES:

- View animal type file
- View customer file
- View animal license master file
- View license detail report

- View license history report
- View tag report

PROJECT ACCOUNTING:

(Performed with General Ledger)

-
- View project master table
 - View general ledger master with project code
 - View project budget report

MUNIS OFFICE:

-
- Export from general ledger account inquiry into Excel
 - Export from general ledger account inquiry into Word

BUSINESS OBJECTS:

-
- Verification Report for Crystal Reports from the Knowledgebase will be used to display results from the MUNIS Verification database. No configuration needs to be done to run this report.

TYLER REPORTING SERVICES:

-
- Verification Report for Tyler Reporting Services from the Knowledgebase will be used to display results from the MUNIS Verification database. No configuration needs to be done to run this report.

CONTRACT MANAGEMENT:

- View contract master file
- Enter a requisition against a contract
- View contract master to highlight changes

TREASURY MANAGEMENT:

- View a recurring cash flow record for current fiscal year in recurring cash flow F/M
- Generate cash flow file maintenance
- Generate a journal entry on the cash flow file maintenance record created
- Go to general journal entry/proof, find journal that was generated and post it

MUNIS SELF SERVICE – EMPLOYEES:

Phase 1

- View and update the general administration settings
- Add a new user under users

Phase 2

- View and update application administration under Employee Admin
- View and add a web link or document under Document Administration

EXHIBIT A-2

Support Call Process

Client Support

Tyler Technical Support Department for Munis®

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

Contact Us

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

Support Organization

Tyler's Technical Support Department for Munis is divided into multiple teams: Financials, Payroll/HR/Pension, Tax/Other Revenue and Collections, Utility Billing and Collections, OS/DBA (Operating System and Database Administration), and TylerForms and Reporting Services.

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

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

Standard Support Hours

Applications	Hours
Financials	8:00am-8:00pm EST Monday-Friday
Payroll/HR/Pension	8:00am-8:00pm EST Monday-Friday
Tax/Other Revenue & Collections	8:00am-6:00pm EST Monday-Friday
Utility Billing & Collections	8:00am-8:00pm EST Monday-Friday
OS/DBA	8:00am-9:00pm EST Monday-Friday
TylerForms & Reporting Services	8:00am-5:00pm EST Monday-Friday

Focus on Incoming Rate

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

Leaving Messages for Support

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

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

Paging

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

Online Support

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

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

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

Customer Relationship Management System

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

Call Numbers

Support's goal is to return clients' calls as soon as possible. If you are not available when we call back, we will leave a message with the open call number on your voice mail or with a person in your office. When you call back, you can reference this call number so you do not have to re-explain the issue.

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

Call Response Goals

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

Call Priorities

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

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

Priority 1 Call — issue is critical to the client, the Munis application or process is down.

Priority 2 Call — issue is severe, but there is a work around the client can use.

Priority 3 Call — issue is a non-severe support call from the client.

Priority 4 Call — issue is non-critical for the client and they would like to work with Support as time permits.

Following Up on Open Calls

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

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

Escalating a Support Call

If the situation to be addressed by your open call has changed and you need to have the call priority adjusted, please call the appropriate Support Team and ask to be connected to the assigned technician. If that technician is unavailable, another technician on the team may be able to assist you, or will transfer you to the Product Support Team Manager. If you feel you are not receiving the service you need, please call the appropriate Product Manager and provide them with the open call number for which you need assistance. The Product Manager will follow up on your open issue and determine the necessary action to meet your needs.

Technical Support Product Managers:

Financials Team	Michelle Madore	(X4483)
	(michelle.madore@tylertech.com)	
Payroll/HR/Pension Team	Sonja Johnson (sonja.johnson@tylertech.com)	(X4157)
Tax/Other Revenue/Utility	Steven Jones (steven.jones@tylertech.com)	(X4255)
Billing Team		
OS/DBA Team	Ben King (ben.king@tylertech.com)	(X5464)
TylerForms & Reporting	Michele Violette	(X4381)
Services	(michele.violette@tylertech.com)	

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

Resources

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

Munis Internet Updater (MIU): Allows you to download and install critical and high priority fixes as soon as they become available.

Release Admin Console: Allows you to monitor and track the availability of all development activity for a particular release; right from inside Munis.

Knowledgebase: A fully searchable depository of thousands of documents related to Munis processing, procedures, release info, helpful hints, etc.

Remote Support Tool

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

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

E-mail Registration

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

Tyler Web site

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

Timely TCP Progress Updates

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

Priority 1 Incidents — Daily updates (only if phone contact is not possible)

Priority 2 Incidents — Weekly Updates

Priority 3 Incidents — Bi-weekly Updates

Priority 4 Incidents — Bi-weekly Updates

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

EXHIBIT A-3

Business Travel Policy Summary

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

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

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

4. Meals and Incidental Expenses

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

A. Overnight Travel

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

Departure Day

Depart before 12:00 noon

Lunch and dinner

Depart after 12:00 noon

Dinner

Return Day

Return before 12:00 noon

Breakfast

Return between 12:00 noon & 7:00 p.m.

Breakfast and lunch

Return after 7:00* p.m.

Breakfast, lunch and dinner

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

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

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

B. Same Day Travel

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

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

5. Entertainment

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

6. Internet Access – Hotels and Airports

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

Effective Date: April 1, 2012

EXHIBIT A-4

Adobe End User License Agreement

ADOBE SYSTEMS INCORPORATED ADOBE CENTRAL OUTPUT SOFTWARE Software License Agreement

NOTICE TO USER: THIS LICENSE AGREEMENT GOVERNS INSTALLATION AND USE OF THE ADOBE SOFTWARE DESCRIBED HEREIN BY LICENSEES OF SUCH SOFTWARE. INSTALLATION AND USE OF THE SOFTWARE IS NOT PERMITTED UNLESS ADOBE HAS GRANTED LICENSEE THE RIGHT TO DO SO AS SEPARATELY PROVIDED IN WRITING BY ADOBE. LICENSEE AGREES THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY LICENSEE. BY CLICKING TO ACKNOWLEDGE AGREEMENT TO BE BOUND DURING REVIEW OF AN ELECTRONIC VERSION OF THIS LICENSE, OR DOWNLOADING, COPYING, INSTALLING OR USING THE SOFTWARE, LICENSEE ACCEPTS ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT IS ENFORCEABLE AGAINST ANY PERSON OR ENTITY THAT INSTALLS AND USES THE SOFTWARE AND ANY PERSON OR ENTITY (E.G., SYSTEM INTEGRATOR, CONSULTANT OR CONTRACTOR) THAT INSTALLS OR USES THE SOFTWARE ON ANOTHER PERSON'S OR ENTITY'S BEHALF. LICENSEE'S RIGHTS UNDER THIS AGREEMENT MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS IN A SEPARATE WRITTEN AGREEMENT WITH ADOBE THAT SUPPLEMENTS OR SUPERSEDES ALL OR PORTIONS OF THIS AGREEMENT.

1. Definitions

1.1 "Adobe" means Adobe Systems Incorporated, a Delaware corporation, 345 Park Avenue, San Jose, California 95110, if subsection 9(a) of this Agreement applies; otherwise it means Adobe Systems Software Ireland Limited, 4-6 Riverwalk, Citywest Business Campus, Saggart, Dublin 24, Ireland, a company organized under the laws of Ireland and an affiliate and licensee of Adobe Systems Incorporated.

1.2 "Authorized Users" means employees and individual contractors (i.e., temporary employees) of Licensee.

1.3 "Computer" means one or more central processing units ("CPU") in a hardware device (including hardware devices accessed by multiple users through a network ("Server")) that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

1.4 "Deliver" means to transmit data directly or indirectly over a network to a printing device or any other device for the purpose of printing.

1.5 "Development Software" means Software licensed for use in a technical environment solely for internal development and testing and not for use as Production Software.

1.6 "Disaster Recovery Environment" means Licensee's technical environment designed solely to allow Licensee to respond to an interruption in service due to an event beyond Licensee's control that creates an inability on Licensee's part to provide critical business functions for a material period of time.

1.7 "Documentation" means the user manuals and/or technical publications as applicable, relating to installation, use and administration of the Software.

1.8 "Internal Network" means Licensee's private, proprietary network resource accessible only by Authorized Users. "Internal Network" specifically excludes the Internet (as such term is commonly defined) or any other network community open to the public, including membership or subscription driven groups, associations or similar organizations. Connection by secure links such as VPN or dial up to Licensee's Internal Network for the purpose of allowing Authorized Users to use the Software should be deemed use over an Internal Network.

1.9 "License Metric" means each of the per-unit metrics used by Adobe in connection with the licensed quantities identified as separately provided in writing by Adobe to describe the scope of Licensee's right to use the Software. One or more of the following types of License Metrics applies to each Software Product as further provided herein:

(a) Per-Computer. Licensee may install and use the Adobe Output Designer software on no more than the licensed number of Computers.

(b) Per-User. The total number of Authorized Users that directly or indirectly request or receive content that has been processed by the Software may not exceed the licensed quantity of users.

(c) Per-Server. The total number of Servers on which the Software is installed may not exceed the licensed quantity of Servers.

1.10 "Location" means a specific building or physical location as identified by its unique street address.

1.11 "Production Software" means Software licensed for productive business use.

1.12 "SDK Components" means the sample software code, application programming interface, header files and related information, and the file format specifications, if any, included as part of the Software as described in the Documentation or a "Read Me" file accompanying the applicable Software.

1.13 "Software" means the object code version of the software program(s) specified in a separate written agreement signed by Adobe, including all Documentation and other materials provided by Adobe to Licensee under this Agreement. The term "Software Product" may also be used to indicate a particular product, and otherwise has the same meaning as Software.

2. License. Subject to the terms and conditions of this Agreement, Adobe grants to Licensee a perpetual, non-exclusive license to install and use the Software delivered hereunder according to the terms and conditions of this Agreement, on Computers connected to Licensee's Internal Network, on the licensed platforms and configurations, in the manner and for the purposes described in the Documentation. The following additional terms also apply to Licensee's use of the Software.

2.1 License Metric. Licensee's right to install and use the Software is limited based on whether the Software is licensed as Production Software or Development Software (as separately provided in writing by Adobe) and the License Metrics applicable to the particular Software Products licensed (as separately provided in writing by Adobe) and subject to the terms in Section 3, unless Licensee has licensed the Software for evaluation purposes, in which case the terms of Section 4 apply.

2.2 SDK Components. Licensee's Authorized Users may install and use the SDK Components for purposes of facilitating use of the Software in accordance with this Agreement. Licensee agrees that Licensee will treat the API Information with the same degree of care to prevent unauthorized disclosure to anyone other

than Authorized Users as Licensee accords to Licensee's own confidential information, but in no event less than reasonable care. Licensee's obligations under this Section 2.2 with respect to the API Information shall terminate when Licensee can document that the API Information was in the public domain at or subsequent to the time it was communicated to Licensee by Adobe through no fault of Licensee's. Licensee may also disclose the API Information in response to a valid order by a court or other governmental body, when otherwise required by law, or when necessary to establish the rights of either party under this Agreement, provided Licensee gives Adobe advance written notice thereof.

2.3 Backup and Disaster Recover. Licensee may make and install a reasonable number of copies of the Software for backup and archival purposes and use such copies solely in the event that the primary copy has failed or is destroyed, but in no event may Licensee use such copies concurrently with Production Software or Development Software. Licensee may also install copies of the Software in a Disaster Recovery Environment for use solely in disaster recovery and not for production, development, evaluation or testing purposes other than to ensure that the Software is capable of replacing the primary usage of the Software in case of a disaster.

2.4 Documentation. Licensee may make copies of the Documentation for use by Authorized Users in connection with use of the Software in accordance with this Agreement, but no more than the amount reasonably necessary. Any permitted copy of the Documentation that Licensee makes must contain the same copyright and other proprietary notices that appear on or in the Documentation.

2.5 Outsourcing. Licensee may sub-license use of the Software to a third party outsourcing or facilities management contractor to operate the Software on Licensee's behalf, provided that (a) Licensee provides Adobe with prior written notice; (b) Licensee is responsible for ensuring that any such contractor agrees to abide by and fully complies with the terms of this Agreement as they relate to the use of the Software on the same basis as applies to Licensee; (c) such use is only in relation to Licensee's direct beneficial business purposes as restricted herein; (d) such use does not represent or constitute an increase in the scope or number of licenses provided hereunder; and (e) Licensee shall remain fully liable for any and all acts or omissions by the contractor related to this Agreement.

2.6 Font Software. If the Software includes font software, then Licensee may (a) use the font software on Licensee's Computers in connection with Licensee's use of the Software as permitted under this Agreement; (b) output such font software on any output devices connected to Licensee's Computers; (c) convert and install the font software into another format for use in other environments provided that use of the converted font software may not be distributed or transferred for any purpose except in accordance with the transfer section in this Agreement; and (d) embed copies of the font software into Licensee's electronic documents for the purpose of printing and viewing the document, provided that if the font software Licensee is embedding is identified as "licensed for editable embedding" on Adobe's website at <http://www.adobe.com/type/browser/legal/embeddingeula.html>, Licensee may also embed copies of that font software for the additional limited purpose of editing Licensee's electronic documents.

2.7 Restrictions

(a) No Modifications, No Reverse Engineering. Licensee shall not modify, port, adapt or translate the Software. Licensee shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software. Notwithstanding the foregoing, decompiling the Software is permitted to the extent the laws of Licensee's jurisdiction give Licensee the right to do so to obtain information necessary to render the Software interoperable with other software; provided, however, that Licensee must first request such information from Adobe and Adobe may, in its discretion, either provide such information to Licensee or impose reasonable conditions, including a reasonable fee, on such use of the source code to ensure that Adobe's and its suppliers' proprietary rights in the source code for the Software are protected.

(b) No Unbundling. The Software may include various applications, utilities and components, may support multiple platforms and languages and may be provided to Licensee on multiple media or in multiple copies. Nonetheless, the Software is designed and provided to Licensee as a single product to be used as a single product on Computers and platforms as permitted herein. Licensee is not required to use all component parts of the Software, but Licensee shall not unbundle the component parts of the Software for use on different Computers. Licensee shall not unbundle or repackage the Software for distribution, transfer or resale.

(c) No Transfer. Licensee shall not sublicense, assign or transfer the Software or Licensee's rights in the Software, or authorize any portion of the Software to be copied onto or accessed from another individual's or entity's Computer except as may be explicitly provided in this Agreement. Notwithstanding anything to the contrary in this Section 2.7(c), Licensee may transfer copies of the Software installed on one of Licensee's Computers to another one of Licensee's Computers provided that the resulting installation and use of the Software is in accordance with the terms of this Agreement and does not cause Licensee to exceed Licensee's right to use the Software under this Agreement.

(d) Prohibited Use. Except as expressly authorized under this Agreement, Licensee is prohibited from: (i) using the Software on behalf of third parties; (ii) renting, leasing, lending or granting other rights in the Software including rights on a membership or subscription basis; and (iii) providing use of the Software in a computer service business, third party outsourcing facility or service, service bureau arrangement, network, or time sharing basis.

(e) Export Rules. Licensee agrees that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Software is identified as an export controlled item under the Export Laws, Licensee represents and warrants that Licensee is not a citizen of, or located within, an embargoed or otherwise restricted nation (including Iran, Iraq, Syria, Sudan, Libya, Cuba and North Korea) and that Licensee is not otherwise prohibited under the Export Laws from receiving the Software. All rights to install and use the Software are granted on condition that such rights are forfeited if Licensee fails to comply with the terms of this Agreement.

3. License Metrics and Limitations.

3.1 Adobe Central Output Server. If Licensee has licensed Adobe Central Output Server as Production Software or Development Software (as separately provided in writing by Adobe), then Adobe grants Licensee a license to install and use Adobe Central Output Server on a Per-Server basis, provided that Licensee is not permitted to Deliver output from the Production Software to more than ten (10) Locations per licensed Server.

3.2 Adobe Central Pro Output Server. If Licensee has licensed Adobe Central Pro Output Server, then Adobe grants Licensee a license to install and use Adobe Central Pro Output Server either (a) as Production Software on a Per-Server or Per-User basis (as separately provided in writing by Adobe), or (b) as Development Software on a Per-Server basis. When Adobe Central Pro Output Server is licensed as Production Software on a Per-Server basis, Licensee is not permitted to Deliver output from the Software Product to more than ten (10) Locations per licensed Server.

3.3 Adobe Output Pak for mySAP.com. If Licensee has licensed Adobe Output Pak for mySAP.com, then Adobe grants Licensee a license to install and use Adobe Output Pak for mySAP.com solely in connection with Adobe Central Pro Output Server for use with SAP software either (a) as Production Software on a Per-Server or Per-User basis (as separately provided in writing by Adobe), or (b) as Development Software on a Per-Server basis. Licensee's license to Adobe Output Pak for mySAP.com

includes a license to install and use Adobe Central Pro Output Server subject to the terms of Section 3.2 of this Agreement. The following additional terms apply:

3.3.1 Per-Server License. If Licensee has licensed Adobe Output Pak for mySAP.com on a Per-Server basis, Licensee shall have the right to install and use Adobe Central Pro Output Server on one (1) Server unless Licensee obtains additional Per-Server licenses to the Adobe Central Pro Output Server.

3.3.2 Per-User License. If Licensee has licensed Adobe Output Pak for mySAP.com software on a Per-User basis, Licensee must obtain a number of Per-User licenses of Adobe Output Pak for mySAP.com not less than the number of Authorized Users who are authorized to access or use the SAP software.

3.4 Adobe Central Output Server Workstation Edition. If Licensee has licensed Adobe Central Output Server Workstation Edition, then Adobe grants Licensee a license to install and use Adobe Central Output Server Workstation Edition as Production Software on a Per-Computer basis. Licensee's use of the Adobe Central Output Server Workstation Edition shall be limited to use directly or indirectly initiated by an individual person (not an automated process) for the sole purpose of delivering output that has been processed by the Adobe Central Output Server Workstation Edition software to the person that initiated such use.

3.5 Adobe Output Designer. If Licensee has licensed Adobe Output Designer, then Adobe grants Licensee a license to install and use Adobe Output Designer as Production Software on a Per-Computer basis subject to the following additional terms:

3.5.1 Network Use. As an alternative to installing and using the Adobe Output Designer software on the Computer of each licensed Authorized User, Licensee may install and use the Adobe Output Designer software on a file server for the purpose of (a) permitting Authorized Users to download the software for installation and use on no more than the licensed number of Computers connected to Licensee's Internal Network, or (b) permitting Authorized Users to use the software using commands, data or instructions from a Computer connected to Licensee's Internal Network provided that the total number (not the concurrent number) of Authorized Users that use the software does not exceed one user for each of the licensed number of Computers. No other network use is permitted.

3.5.2 Limitation. Licensee shall be prohibited from using the templates, forms and other materials created using the Adobe Output Designer software with any software other than Adobe software.

3.6 Development Software License. This Section 3.6 applies only if Licensee has obtained a valid Development Software license to a Software Product. In addition to the other terms contained herein, Licensee's license to the Development Software is limited to use in Licensee's technical environment strictly for testing and development purposes and not for production purposes. Licensee may (a) install the Development Software on Servers connected to Licensee's Internal Network provided that the total number of Computers used to operate the Development Software does not exceed the licensed amount, and (b) permit Authorized Users to use the Development Software in accordance with this Agreement.

4. Evaluation of Software Products. This Section 4 applies only if Licensee has obtained a valid license to evaluate Software Products as separately provided in writing by Adobe or as indicated by the serial number Licensee enters upon installation.

4.1 License. In addition to the other terms contained herein, Licensee's license to evaluate any Software Product is limited to use strictly for Licensee's own internal evaluation purposes and not for production purposes, and is further limited to a period not to exceed sixty (60) days from the date Licensee obtains the Software Products. Licensee may (a) install the Software Products on one (1) Computer connected to Licensee's Internal Network, and (b) permit Authorized Users to use the Software Products to deliver content

within Licensee's Internal Network. Licensee's rights with respect to the Software Products are further limited as described in Section 4.2.

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7. WARRANTY

7.1. Warranty. Adobe warrants to Licensee that the Software will perform substantially in accordance with the Documentation for the ninety (90) day period following shipment of the Software when used on the recommended operating system, platform and hardware configuration. This limited warranty does not apply to evaluation software (as indicated in Section 4), patches, sample code, sample files and font software converted into other formats. All warranty claims must be made within such ninety (90) day period. If the Software does not perform substantially in accordance with the Documentation, the entire liability of Adobe and Licensee's exclusive remedy shall be limited to either, at Adobe's option, the replacement of the Software or the refund of the license fee paid to Adobe for the Software.

7.2 **DISCLAIMER. THE FOREGOING LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY ADOBE AND STATES THE SOLE AND EXCLUSIVE REMEDIES FOR ADOBE'S, ITS AFFILIATES' OR ITS SUPPLIERS' BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, AND FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE IN LICENSEE'S JURISDICTION, ADOBE, ITS AFFILIATES AND ITS SUPPLIERS PROVIDE THE SOFTWARE AS-IS AND WITH ALL FAULTS AND EXPRESSLY DISCLAIM ALL**

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8. LIMITATION OF LIABILITY. EXCEPT FOR THE EXCLUSIVE REMEDY SET FORTH ABOVE AND AS OTHERWISE PROVIDED IN SECTION 4, IN NO EVENT WILL ADOBE, ITS AFFILIATES OR ITS SUPPLIERS BE LIABLE TO LICENSEE FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY EVEN IF AN ADOBE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. ADOBE'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT. Nothing contained in this Agreement limits Adobe's liability to Licensee in the event of death or personal injury resulting from Adobe's negligence or for the tort of deceit (fraud). Adobe is acting on behalf of its affiliates and suppliers for the purpose of disclaiming, excluding and limiting obligations, warranties and liability, but in no other respects and for no other purpose. For further information, please see the jurisdiction specific information at the end of this agreement, if any, or contact Adobe's Customer Support Department.

9. Governing Law. This Agreement, each transaction entered into hereunder, and all matters arising from or related to this Agreement (including its validity and interpretation), will be governed and enforced by and construed in accordance with the substantive laws in force in: (a) the State of California, if a license to the Software is purchased when Licensee is in the United States, Canada, or Mexico; or (b) Japan, if a license to the Software is purchased when Licensee is in Japan, China, Korea, or other Southeast Asian country where all official languages are written in either an ideographic script (e.g., hanzi, kanji, or hanja), and/or other script based upon or similar in structure to an ideographic script, such as hangul or kana; or (c) England, if a license to the Software is purchased when Licensee is in any other jurisdiction not described above. The respective courts of Santa Clara County, California when California law applies, Tokyo District Court in Japan, when Japanese law applies, and the competent courts of London, England, when the law of England applies, shall each have non-exclusive jurisdiction over all disputes relating to this Agreement. This Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

10. General Provisions. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms. Updates may be licensed to Licensee by Adobe with additional or different terms. The English version of this Agreement shall be the version used when interpreting or construing this Agreement. This is the entire agreement between Adobe and Licensee relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.

11. Notice to U.S. Government End Users.

11.1 Commercial Items. The Software and Documentation are "Commercial Item(s)," as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States. Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA 95110-2704, USA.

11.2 U.S. Government Licensing of Adobe Technology. Licensee agrees that when licensing Adobe Software for acquisition by the U.S. Government, or any contractor therefore, Licensee will license consistent with the policies set forth in 48 C.F.R. Section 12.212 (for civilian agencies) and 48 C.F.R. Sections 227-7202-1 and 227-7202-4 (for the Department of Defense). For U.S. Government End Users, Adobe agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence shall be incorporated by reference in this Agreement.

12. Compliance with Licenses. Adobe may, at its expense, and no more than once every twelve (12) months, appoint its own personnel or an independent third party to verify the number of copies and installations, as well as usage of the Adobe software by Licensee. Any such verification shall be conducted upon seven (7) business days notice, during regular business hours at Licensee's offices and shall not unreasonably interfere with Licensee's business activities. Both Adobe and its auditors shall execute a commercially reasonable non-disclosure agreement with Licensee before proceeding with the verification. If such verification shows that Licensee is using a greater number of copies of the Software than that legitimately licensed, or are deploying or using the Software in any way not permitted under this Agreement and which would require additional license fees, Licensee shall pay the applicable fees for such additional copies within thirty (30) days of invoice date, with such underpaid fees being the license fees as per Adobe's then-current, country specific, license fee list. If underpaid fees are in excess of five percent (5%) of the value of the fees paid under this Agreement, then Licensee shall pay such underpaid fees and Adobe's reasonable costs of conducting the verification.

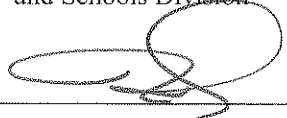
13. Third-Party Beneficiary. Licensee acknowledges and agrees that Adobe's licensors (and/or Adobe if Licensee obtained the Software from any party other than Adobe) are third party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein with respect to the respective technology of such licensors and/or Adobe.

Adobe is either a registered trademark or trademark of Adobe Systems Incorporated in the United States and/or other countries.

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

Tyler Technologies, Inc.
ERP and Schools Division

City of Naples

By: 
Name: Richard E. Peterson Jr
Title: President
Date: 8-16-12


By: 
Name: A. William Moss
Title: City Manager
Date: August 27, 2012

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment as follows:

Expenses. Expenses will be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. A copy of the current policy is attached hereto in EXHIBIT A-3. Copies of receipts will be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee will be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available.

Payment Terms.

- a) Tyler shall invoice CITY \$61,352.00 upon the Effective Date. Such amount equals 25% of the Tyler software license fees.
- b) Tyler shall invoice CITY \$136,204.00 when Tyler has made the Tyler Software Products available to CITY for downloading. Such sum equals:
 - 50% of the Tyler software license fees (\$122,704.00)
 - 100% of the System Software license fees (\$13,500.00)
- c) Tyler shall invoice CITY the Hardware fees of \$3,300.00 upon delivery of such Hardware.
- d) Tyler shall invoice CITY \$2,700.00 upon installation of the Tyler Software Products. Such sum equals:
 - 100% of the year 1 maintenance fee for Tyler Unlimited Client Access (\$2,700.00)
- e) Tyler shall invoice the Project Planning Services fee of \$6,000.00 upon delivery of the Implementation Planning document.
- f) Tyler shall invoice CITY \$61,352.00 upon verification of the Tyler Software Products in accordance with Section A(3) ("Verification"). Such amount equals 25% of the Tyler software license fees. Unless CITY notifies Tyler in writing that the Tyler Software Products have failed Verification, Verification will be deemed to have occurred ninety (90) days from the date Tyler makes the Tyler Software Products available to CITY for downloading.
- g) Tyler shall invoice CITY fees for Services, plus expenses, if and as provided/incurred.
- h) Tyler shall invoice a 50% deposit for modifications upon delivery of specifications and 50% upon delivery of modification. Tyler will perform a modification upon receipt of written notice to proceed from CITY. CITY will have thirty (30) days from delivery of a modification to test such modification. In the event CITY does not report an issue with such modification to Tyler within such thirty (30) day period, the modification will be deemed in compliance with the specifications.
- i) Tyler shall invoice CITY the year 1 Disaster Recovery fee of \$17,955.00 upon receipt by Tyler of CITY's data.

j) Prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy. A detailed summary of Tyler's current Business Travel Policy is attached hereto as Exhibit A-3.

k) Payment is due within thirty (30) days of the invoice date.

l) The year 1 Tyler software maintenance fees of \$71,821.00 for the one (1) year period commencing upon installation of the Tyler Software Products are hereby waived. Subsequent annual Maintenance fees will be due on the anniversary of the installation date of the Tyler Software Products.

Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104

ABA: 121000248

Account: 4124302472

Beneficiary: Tyler Technologies Inc. – Operating

Invoice Dispute.

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

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

END OF EXHIBIT B

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Property Damage and shall include Contractual Liability, Personal Injury, Broad Form Property Damage, Products and Completed Operations Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by anyone directly employed. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on Contractor's Commercial General Liability and Automobile policy and listed on the insurance certificate. These coverage's are primary to all other coverage's the City possesses for this contract only for claims as between the contractor and City for which Contract is liable. The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples
735 Eighth Street South
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted.

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the _____ of the **Tyler Technologies Incorporated** ("the CONTRACTOR"), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR's files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.


4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the CONTRACTOR's books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this 16 day of August, 2012.

By:  _____

ACKNOWLEDGMENT

STATE OF MAINE

COUNTY OF CUMBERLAND

SWORN TO AND SUBSCRIBED before me this 16th day of AUGUST, 2012.
The Affiant, RICHARD E. PETERSON, JR., is personally known to me or [] has produced
_____ as identification, which is current or has been issued within the past five years and
bars a serial number of other identifying number.

Tammy J. Towle
Notary Public, Maine
My Commission Expires November 6, 2016

TAMMY J. TOWLE
Print Name:
Tammy J. Towle
NOTARY PUBLIC - STATE
OF MAINE
Commission Number: _____
My Commission Expires: 11-6-16
(Notary Seal)