

AGREEMENT

This agreement (“Agreement”) is made this _____ day of _____ 2014 (“Effective Date”) by and between Tyler Technologies, Inc., a Delaware corporation with offices at One Tyler Drive, Yarmouth, Maine 04096 (“Tyler”) and the City of Rapid City, with offices at 300 6th Street, Rapid City, South Dakota 57701 (“Client”).

WHEREAS Client issued a Request for Proposal for the purpose of acquiring Financial Management Software (“System”);

WHEREAS Tyler responded to Client’s Request for Proposal with a Proposal dated March 1, 2013;

WHEREAS Client, on _____ awarded Tyler the contract for furnishing, delivering, installing, and implementing the specified System;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree that Tyler shall provide products and services, and Client shall pay prices, as set forth in this Agreement.

SECTION A – SOFTWARE LICENSE AGREEMENT

1. License Grant.

- a) Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 (“Investment Summary”) and related interfaces (collectively, the “Tyler Software Products”) and Tyler user guides provided in or with the Tyler Software Products (“User Guides”) for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Software fees in full. Upon Client's payment in full for the Tyler Software Products, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.
- b) Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and User Guides.
- c) The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.
- d) The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer.
- e) Client acknowledges and agrees that the Tyler Software Products and User Guides are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts [within the confines of applicable law](#) 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.
- f) The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.
- g) Client may make copies of the Tyler Software Products for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Tyler User Guides for internal use only.
- h) 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.

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

3. Verification of the Tyler Software Products.

a) Within sixty (60) days after the Tyler Software Products have been installed on Client's hardware, Tyler shall verify the Tyler Software Products by demonstrating to Client 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 Client.

b) 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, Client may invoke its rights under Section A (4).

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

4. Limited Warranty. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the aforementioned documents, the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client will control through eighteen (18) months from the Effective Date. Thereafter, 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 3). Should Tyler be unable to cure the Defect or provide a replacement product, Client will be entitled to a refund of the Software fee paid for the Defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date, which will be Client's sole remedy should Tyler be unable to cure the Defect or provide a replacement product.

5. Intellectual Property Infringement Indemnification.

a) Tyler's Obligations. Tyler shall defend and indemnify Client 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.

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

- i. Promptly notifies Tyler in writing of any such claim;
- 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.

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

- i. Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the current version of the Tyler Software Product;

- ii. Client's combining the Tyler Software Product with devices or products not provided by Tyler;
- 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 Client 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 Client or Client's employees; or
- vi. Client's willful infringement, including Client's continued use of the infringing Tyler Software Product after Client becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder.

d) Remedy.

- i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by Client is enjoined, Tyler will, at its election:
 - (a) Procure for Client 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 Client's license for the infringing Tyler Software Product and refund to Client the Software fee paid for the infringing Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date.
- ii. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

6. Limitation of Liability. In no event will 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 Tyler Software Products. Except as otherwise expressly set forth in this Software License Agreement, Tyler's liability for damages and expenses arising out of this Software License Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of Software fees set forth in the Investment Summary and paid by Client. Such License fees reflect and are set in reliance upon this limitation of liability.

SECTION B – PROFESSIONAL SERVICES AGREEMENT

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

2. Professional Services Fees.

- a) Notwithstanding specific prices to the contrary set forth in the Investment Summary, all Consulting and Training services will be invoiced in half-day (3.5 hour) and full-day (7 hour) increments.
- b) Verification in accordance with Section A (3) (a) will be billable to Client at the rate for Training services set forth in the Investment Summary.
- c) Expenses will be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts will be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee will be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available.

3. Additional Services.

- a) Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then-current rates. Notwithstanding the foregoing, Tyler will hold the implementation services rate of \$1,175 per day in place for

twenty-four (24) months from the Effective Date.

b) Programming and/or interface quotes are estimates based on Tyler's understanding of the specifications supplied by Client. In the event Client requires additional work performed above the specifications provided, Tyler will submit to Client an amendment containing an estimate of the charges for the additional work. Client will have thirty (30) calendar days from the date the estimate is provided to approve the amendment.

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

5. Cancellation. In the event Client cancels services less than two (2) weeks in advance for reasons other than Tyler's action or inaction, 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.

6. Services Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

7. Location of Services. Client and Tyler will mutually agree upon activities that will be performed onsite and those that will be performed remotely.

8. Acceptance of Service Deliverables. Written acceptance for service deliverables will be formally requested by Tyler upon delivery of the deliverables. If sign-off or written dispute of a service deliverable is not received within ten (10) business days of the delivery date, Tyler will assume that Client acknowledges noted deliverable has been accepted. Client shall be entitled to reject the deliverable if it fails in any way to comply with the stated scope of services or if it fails to comply with accepted industry standards. If Client rejects a deliverable, Client must provide a written explanation to Tyler as how the deliverable has not met expectations within (10) business days of delivery. Tyler shall have five (5) business days to rectify and resubmit the deliverable to Client. Upon resubmission, the process set forth herein will be restarted.

SECTION C – MAINTENANCE AGREEMENT

1. Scope of Agreement. Client agrees to purchase and Tyler agrees to provide maintenance services for the Tyler Software Products in accordance with the following terms and conditions.

2. Term of Agreement. 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 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. The foregoing notwithstanding, increases to the annual Maintenance fees for the Tyler Software Products set forth in Exhibit 1 will accord with the following schedule:

Year Two – Zero percent (0%) increase over un-waived Year One annual Maintenance fees;

Year Three – Three percent (3%) increase over Year Two annual Maintenance fees;

Year Four – Three percent (3%) increase over Year Three annual Maintenance fees; and

Year Five – Three percent (3%) increase over Year Four annual Maintenance fees.

3. Payment.

- a) Maintenance fees will be invoiced by Tyler annually in advance. Tyler shall provide Client with not less than forty-five (45) days written notice of any change in annual Maintenance fees.
- b) Additional Charges. Any maintenance services performed by Tyler for Client which are not covered by this Maintenance Agreement, as set forth in Section C(5), including materials and expenses, will be billed to Client at Tyler's then current rates.
- c) Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed Maintenance fees within sixty (60) calendar days of the due date. Tyler shall reinstate maintenance services upon Client's payment of all past due Maintenance fees, including all such fees for the periods during which services were suspended.

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

- a) In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3) in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products will be void.
- b) Provide telephone support on the Tyler Software Products. Tyler personnel shall accept telephone calls during the hours set forth in Exhibit 3 - 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 Client with all releases Tyler makes to the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler annual Maintenance Agreement. Third Party Products; and installation, Consulting and Training services related to the new releases will be provided to Client at Tyler's then-current rates. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification.
- f) Support prior releases of the Tyler Software Products in accordance with Tyler's then-current release life cycle policy.

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

6. Client Responsibilities.

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

7. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data,

interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of maintenance services or use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Maintenance Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the Maintenance fees paid to Tyler during the twelve (12) months prior to the claim. Such Maintenance fees reflect and are set in reliance upon this limitation of liability.

SECTION D – THIRD PARTY PRODUCT AGREEMENT

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

2. License of System Software.

- a) Upon Client's payment in full of the System Software fees, Tyler shall grant to Client and Client shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for Client's internal business purposes, subject to the terms and conditions set forth herein.
- b) The developer of the System Software (each a “Developer”, collectively “Developers”) shall retain ownership of the System Software.
- c) The right to transfer the System Software to a 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 Client. Client shall provide advance written notice to Tyler of any such transfer.
- d) Client 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. Client 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.
- e) Client shall not perform decompilation, disassembly, translation or other reverse engineering on the System Software.
- f) Client may make copies of the System Software for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the System Software. Client may make copies of the documentation accompanying the System Software for internal use only.

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

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

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

6. Warranties.

- a) Tyler is authorized by each Developer to grant licenses or sublicenses to the System Software.
- b) Tyler warrants that each System Software product will be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement, Client's title or license to each System Software product will be free and clear of all liens and encumbrances arising through Tyler.
- c) Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such,

Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products.

7. Maintenance.

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

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

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

8. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Third Party Products. Tyler's liability for damages and expenses arising out of this 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 Client. Such prices are set in reliance upon this limitation of liability.

SECTION E – GENERAL TERMS AND CONDITIONS

1. Taxes. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date, in accordance with Section E(19). In such event, Client will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client will provide Tyler with Client's tax-exempt certificate.

2. Invoice Dispute.

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

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

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

Force Majeure will not be allowed unless:

a) Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.

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

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

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

4. Indemnification.

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

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

5. 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.

6. Dispute Resolution. Client will notify Tyler in writing within fifteen (15) days of becoming aware of a dispute. If Tyler and Client cannot resolve such dispute within thirty (30) calendar days of Tyler's receipt of written notice from Client, the following procedure will apply:

a) Each party shall appoint one (1) person to act as an impartial representative. The appointed individual will be of sufficient knowledge and experience to understand and deal with the dispute but will not be a person assigned to the project. The set of four (4) individuals consisting of Tyler's Project Manager for this project, Client's Project Manager for this project, and the two (2) appointees is called a Dispute Resolution Group.

b) The Dispute Resolution Group shall convene no later than twenty-one (21) calendar days after the expiration of the thirty (30) calendar day period referenced above and shall meet for a maximum of four (4) four (4) hour sessions during the subsequent four (4) business days, unless otherwise mutually agreed. Any resolution will be in writing and signed by both parties. Such resolution will constitute a binding amendment to the Agreement.

In the event the Dispute Resolution Group fails 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 of the Dispute Resolution Group 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.

7. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Tyler and Client. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Client's state of domicile.

9. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

10. 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.

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

12. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

13. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

14. Termination. Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client. Upon such termination, Client shall pay Tyler for all services and expenses not in dispute and non-Defective Tyler Software Products which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.

15. Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. Client will not be entitled to a refund or offset of previously paid license and other fees.

16. Approval of Governing Body. Client represents and warrants to Tyler that this Agreement has been

approved by its governing body and is a binding obligation upon Client.

17. No Assignment. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.

18. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

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

- 1) Actually received,
- 2) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
- 3) Upon receipt by sender of proof of email delivery, or
- 4) If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.

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

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

City of Rapid City
300 6th Street
Rapid City, SD 57701
Attention: Pauline Sumption

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

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

- a) Commercial general liability of at least \$1,000,000;
- b) Automobile liability of at least \$1,000,000;
- c) Professional liability of at least \$2,000,000; and
- d) Workers compensation complying with statutory requirements.

22. 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 [or public records](#) 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.

23. Nondiscrimination. Tyler shall not discriminate against any person employed or applying for employment concerning the performance of Tyler's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, ~~sexual orientation, ancestry, or~~ disability that is unrelated to the individual's ability to perform the duties of a particular job or position, ~~height, weight, marital status, or political affiliation~~.

24. Subcontractors. Tyler shall not subcontract any services under this Agreement without Client's prior written permission, not to be unreasonably withheld.

25. Shipping. Delivery will be F.O.B. shipping point.

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

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

28. Payment Terms.

a) Tyler shall invoice Client \$362,065 when Tyler has made the Tyler Software Products available to Client for downloading. Such amount equals

75% of the Tyler software license fees (\$360,570)

100% of the year 1 Postal Xpress subscription fee (\$1,495)

b) Tyler shall invoice Client the Hardware fees of \$1,650 upon delivery of such Hardware.

c) Tyler shall invoice the Project Planning Services fee of \$9,000 upon Client's acceptance of the Implementation Planning document, not to be unreasonably withheld.

d) Tyler shall invoice Client \$120,190 upon use of the Tyler Software Products in live production, not to exceed twenty-one (21) months from the Effective Date. Such amount equals 25% of the Tyler software license fees. In the event Client's use of the Tyler Software Products in live production is delayed due to Tyler's action or inaction, the associated payment will be delayed the corresponding number of days. In the event Client's use of the Tyler Software Products in live production is delayed due to Client's action or inaction, the associated payment will be due on the date set forth herein.

e) Tyler shall invoice Client fees for Services, plus expenses, if and as provided/incurred.

f) Tyler shall invoice 50% of the cost for each modification upon delivery of specifications and 50% upon delivery of the modification in conformance with the specifications. Tyler will perform a modification upon receipt of written notice to proceed from Client. Client will have thirty (30) days from delivery of a modification to test such modification. In the event Client 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.

g) 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 4.

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

i) The year 1 Tyler software maintenance fees of \$110,188 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.

29. 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

30. Optional Items. Pricing for optional products and services shall be valid for six (6) months from the Effective Date.

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

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

Exhibit 1 – Investment Summary
Exhibit 2 – Verification Test
Exhibit 3 – Support Call Process
Exhibit 4 – Business Travel Policy
Exhibit 5 – Adobe End User License Agreement
Exhibit 6 – Client's Request for Proposal for Financial Management Software ("RFP")
Exhibit 7 – Tyler's Proposal Dated March 1, 2013 in Response to the RFP ("Proposal")
Exhibit 8 – Client's Security Policy
Exhibit 9 – Statement of Work

33. Order of Precedence. In the event of conflict between the contract documents listed in Section E (33), the following order of precedence will apply:

1. This Agreement, excluding Exhibit 6, Exhibit 7 and Exhibit 9
2. Exhibit 9 – Statement of Work
3. Exhibit 7 – Proposal
4. Exhibit 6 – RFP

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 Rapid City

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Attest:

By: _____

Name: _____

Title: _____

Date: _____

Exhibit 1 - Investment Summary



Quoted By: Alban Michaud
 Date: 1/22/2014
 Quote Expiration: 2/28/2014
 Quote Name: City of Rapid City-ERP-Munis
 Quote Number: 2013-2949
 Quote Description: Final Contract Pricing

Sales Quotation For

City of Rapid City
 300 6TH ST
 Rapid City, South Dakota 57701
 Phone (605) 394-6018

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Accounting/GL/BG/AP	\$80,000.00	22 @ \$1,175.00	\$25,850.00	\$12,300.00	\$118,150.00	\$14,400.00
Purchasing	\$41,000.00	14 @ \$1,175.00	\$16,450.00	\$3,000.00	\$60,450.00	\$7,380.00
Fixed Assets	\$24,200.00	8 @ \$1,175.00	\$9,400.00	\$3,500.00	\$37,100.00	\$4,356.00
Project & Grant Accounting	\$18,200.00	6 @ \$1,175.00	\$7,050.00	\$3,500.00	\$28,750.00	\$3,276.00
Risk Management	\$18,200.00	6 @ \$1,175.00	\$7,050.00	\$0.00	\$25,250.00	\$3,276.00
Cash Management	\$17,000.00	5 @ \$1,175.00	\$5,875.00	\$0.00	\$22,875.00	\$3,060.00
Employee Expense Reimbursement	\$9,000.00	6 @ \$1,175.00	\$7,050.00	\$0.00	\$16,050.00	\$1,620.00
Bid Management	\$11,000.00	4 @ \$1,175.00	\$4,700.00	\$0.00	\$15,700.00	\$1,980.00
Payroll/HR:						
Payroll w/ESS	\$23,500.00	23 @ \$1,175.00	\$27,025.00	\$10,400.00	\$60,925.00	\$4,230.00
HR Management	\$11,500.00	10 @ \$1,175.00	\$11,750.00	\$0.00	\$23,250.00	\$2,070.00
Applicant Tracking	\$5,500.00	5 @ \$1,175.00	\$5,875.00	\$0.00	\$11,375.00	\$990.00
Professional Development	\$6,600.00	2 @ \$1,175.00	\$2,350.00	\$0.00	\$8,950.00	\$1,188.00

Revenue:

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Utility Billing CIS	\$41,000.00	21 @ \$1,175.00	\$24,675.00	\$15,400.00	\$81,075.00	\$7,380.00
Tyler Cashiering	\$32,000.00	6 @ \$1,175.00	\$7,050.00	\$0.00	\$39,050.00	\$5,760.00
Accounts Receivable	\$22,000.00	11 @ \$1,175.00	\$12,925.00	\$0.00	\$34,925.00	\$3,960.00
General Billing	\$10,000.00	5 @ \$1,175.00	\$5,875.00	\$9,800.00	\$25,675.00	\$1,800.00
Parking Tickets	\$20,000.00	6 @ \$1,175.00	\$7,050.00	\$0.00	\$27,050.00	\$5,000.00
UB Interface	\$13,200.00	4 @ \$1,175.00	\$4,700.00	\$0.00	\$17,900.00	\$2,376.00
Maplink GIS Integration	\$16,500.00	1 @ \$1,175.00	\$1,175.00	\$0.00	\$17,675.00	\$2,970.00
Parking Tickets Handheld Interface	\$2,200.00	2 @ \$1,175.00	\$2,350.00	\$0.00	\$4,550.00	\$550.00
Central Property File	\$2,750.00	1 @ \$1,175.00	\$1,175.00	\$0.00	\$3,925.00	\$688.00
Other:						
CAFR Statement Builder	\$12,500.00	4 @ \$1,175.00	\$4,700.00	\$0.00	\$17,200.00	\$2,250.00
Productivity:						
Munis Analytics & Reporting	\$80,600.00	11 @ \$1,175.00	\$12,925.00	\$0.00	\$93,525.00	\$14,508.00
Tyler Content Manager SE	\$30,000.00	6 @ \$1,175.00	\$7,050.00	\$0.00	\$37,050.00	\$5,400.00
Citizen Self Service	\$22,000.00	1 @ \$1,175.00	\$1,175.00	\$0.00	\$23,175.00	\$3,960.00
eProcurement	\$17,000.00	1 @ \$1,175.00	\$1,175.00	\$0.00	\$18,175.00	\$3,060.00
Tyler Forms Processing	\$13,500.00	0 @ \$1,175.00	\$0.00	\$0.00	\$13,500.00	\$2,700.00
Sub-Total:	\$600,950.00		\$224,425.00	\$57,900.00	\$883,275.00	\$110,188.00
<i>Less Discount:</i>	<i>\$120,190.00</i>		<i>\$0.00</i>	<i>\$0.00</i>	<i>\$120,190.00</i>	<i>\$110,188.00</i>
TOTAL:	\$480,760.00	191	\$224,425.00	\$57,900.00	\$763,085.00	\$0.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Additional Implementation Days	15	\$1,175.00	\$0.00	\$17,625.00
AP/PR Check Recon Import	1	\$1,000.00	\$0.00	\$1,000.00
AP Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00
Custom Report Writing Service	10	\$1,100.00	\$0.00	\$11,000.00
Estimated Travel Expenses	1	\$112,180.00	\$0.00	\$112,180.00
Go-Live/Post Implementation	15	\$1,175.00	\$0.00	\$17,625.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Install Fee - New Server Install-WIN	1	\$9,000.00	\$0.00	\$9,000.00
Munis Admin & Security	3	\$1,175.00	\$0.00	\$3,525.00
P-Card Import Format W/O Encumbrances	1	\$7,500.00	\$0.00	\$7,500.00
Project Planning Services	1	\$9,000.00	\$0.00	\$9,000.00
PR Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00
Tyler Forms Library - Financial/General Billing	1	\$4,500.00	\$0.00	\$4,500.00
Tyler Forms Library - Payroll	1	\$1,400.00	\$0.00	\$1,400.00
Tyler Forms Processing Configuration	1	\$2,000.00	\$0.00	\$2,000.00
Tyler Forms Library - Utility Billing	1	\$5,000.00	\$0.00	\$5,000.00
TOTAL:				\$207,355.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Postal XPress (AQMDT) Annual Subscription	1	\$0.00	\$0.00	\$0.00	\$1,495.00	\$0.00	\$1,495.00
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$1,650.00</i>			<i>\$0.00</i>
TOTAL:				\$1,650.00			\$1,495.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$480,760.00	\$0.00
Total Tyler Services	\$489,680.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$1,650.00	\$1,495.00
Summary Total	\$972,090.00	\$1,495.00
Contract Total	\$973,585.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting Opt 1 - Actuals - E	\$1,500.00	\$0.00	\$1,500.00
Accounting Opt 2 - Budgets - E	\$1,500.00	\$0.00	\$1,500.00
Accounting Standard COA - E	\$2,000.00	\$0.00	\$2,000.00
Accounts Payable Opt 1 - Checks - E	\$2,000.00	\$0.00	\$2,000.00
Accounts Payable Opt 2 - Invoice - E	\$3,500.00	\$0.00	\$3,500.00
Accounts Payable Standard Master - E	\$1,800.00	\$0.00	\$1,800.00
Fixed Assets Std Master - E	\$3,500.00	\$0.00	\$3,500.00
General Billing Opt 1 - Recurring Invoices - E	\$3,500.00	\$0.00	\$3,500.00
General Billing Opt 2 - Bills - E	\$4,500.00	\$0.00	\$4,500.00
General Billing Std CID - E	\$1,800.00	\$0.00	\$1,800.00
Payroll - Option 1 Deductions - C	\$1,800.00	\$0.00	\$1,800.00
Payroll - Option 2 Accrual Balances - C	\$1,500.00	\$0.00	\$1,500.00
Payroll - Option 3 Accumulators - C	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 4 Check History - C	\$1,200.00	\$0.00	\$1,200.00
Payroll - Option 5 Earning/Deduction Hist - C	\$2,500.00	\$0.00	\$2,500.00
Payroll - Standard - C	\$2,000.00	\$0.00	\$2,000.00
Project Grant Accounting Opt 1 - Actuals - E	\$1,500.00	\$0.00	\$1,500.00
Project Grant Accounting Standard - E	\$2,000.00	\$0.00	\$2,000.00
Purchasing - Purchase Orders - Standard - E	\$3,000.00	\$0.00	\$3,000.00
Utility Billing - Option 1 Services - E	\$3,200.00	\$0.00	\$3,200.00
Utility Billing - Option 3 Consumption History - E	\$3,200.00	\$0.00	\$3,200.00
Utility Billing - Option 4 Balance Forward AR - E	\$5,000.00	\$0.00	\$5,000.00
Utility Billing - Standard - E	\$4,000.00	\$0.00	\$4,000.00
TOTAL:			\$57,900.00

Optional SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Days
Productivity:				
Tyler Notify	\$18,200.00	1	\$18,200.00	0
TOTAL:	\$18,200.00		\$18,200.00	0

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Work Orders, Fleet & Facilities Management	\$30,250.00	20 @ \$1,175.00	\$23,500.00	\$0.00	\$53,750.00	\$5,445.00
Performance Based Budgeting	\$29,000.00	13 @ \$1,175.00	\$15,275.00	\$0.00	\$44,275.00	\$5,220.00
Contract Management	\$11,000.00	4 @ \$1,175.00	\$4,700.00	\$0.00	\$15,700.00	\$1,980.00
BMI Asset Track Interface	\$3,800.00	3 @ \$1,175.00	\$3,525.00	\$0.00	\$7,325.00	\$684.00
Revenue:						
Permits & Code Enforcement	\$38,500.00	24 @ \$1,175.00	\$28,200.00	\$0.00	\$66,700.00	\$7,700.00
Business License	\$20,000.00	11 @ \$1,175.00	\$12,925.00	\$0.00	\$32,925.00	\$3,600.00
Animal License	\$10,000.00	3 @ \$1,175.00	\$3,525.00	\$0.00	\$13,525.00	\$2,500.00
Other:						
MUNIS Disaster Recovery Service	\$0.00	0 @ \$1,175.00	\$0.00	\$0.00	\$0.00	\$27,688.00
OSDBA Contract Services	\$0.00	0 @ \$1,175.00	\$0.00	\$0.00	\$0.00	\$27,688.00
Payroll Tax Table Updates	\$0.00	0 @ \$1,175.00	\$0.00	\$0.00	\$0.00	\$1,000.00
Inventory Opt 1 - Commodity Codes - E	\$0.00	0 @ \$1,175.00	\$0.00	\$1,800.00	\$1,800.00	\$0.00
Inventory Std Master - E	\$0.00	0 @ \$1,175.00	\$0.00	\$3,800.00	\$3,800.00	\$0.00

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Payroll - Option 10 Certifications - C	\$0.00	0 @ \$1,175.00	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Payroll - Option 11 Education - C	\$0.00	0 @ \$1,175.00	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Payroll - Option 6 Applicant Tracking - C	\$0.00	0 @ \$1,175.00	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Payroll - Option 7 PM Action History - C	\$0.00	0 @ \$1,175.00	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Payroll - Option 8 Position Control - C	\$0.00	0 @ \$1,175.00	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Payroll - Option 9 State Retirement Tables - C	\$0.00	0 @ \$1,175.00	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Parking Tickets OPT 1 - Bills - C	\$0.00	0 @ \$1,175.00	\$0.00	\$2,900.00	\$2,900.00	\$0.00
Parking Tickets Std Master - C	\$0.00	0 @ \$1,175.00	\$0.00	\$1,260.00	\$1,260.00	\$0.00

Productivity:

Tyler Content Manager Enterprise	\$52,000.00	15 @ \$1,175.00	\$17,625.00	\$0.00	\$69,625.00	\$9,360.00
TOTAL:	\$194,550.00	93	\$109,275.00	\$18,160.00	\$321,985.00	\$92,865.00

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
POS Cash Installation (Up to 3)	1	\$1,000.00	\$0.00	\$1,000.00
Requirements Traceability	15	\$1,175.00	\$0.00	\$17,625.00
TOTAL:				\$18,625.00

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Inventory Opt 1 - Commodity Codes - E	\$1,800.00	\$0.00	\$1,800.00
Inventory Std Master - E	\$3,800.00	\$0.00	\$3,800.00
Parking Tickets OPT 1 - Bills - C	\$2,900.00	\$0.00	\$2,900.00
Parking Tickets Std Master - C	\$1,260.00	\$0.00	\$1,260.00
Payroll - Option 10 Certifications - C	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 11 Education - C	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 6 Applicant Tracking - C	\$1,400.00	\$0.00	\$1,400.00

Payroll - Option 7 PM Action History - C	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 8 Position Control - C	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 9 State Retirement Tables - C	\$1,400.00	\$0.00	\$1,400.00

TOTAL: \$18,160.00

Optional 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
BMI-ASSETTRACK-PPC for MUNIS (Incl. Install Fee)	1	\$6,500.00	\$0.00	\$6,500.00	\$0.00	\$0.00	\$0.00
BMI CollectIT Inventory Bar Code Scanning System	1	\$6,500.00	\$0.00	\$6,500.00	\$0.00	\$0.00	\$0.00
Cash Drawer	1	\$230.00	\$0.00	\$230.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner - Model 1900GSR	1	\$415.00	\$0.00	\$415.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner Stand	1	\$25.00	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00
ID Tech MiniMag USB Reader	1	\$62.00	\$0.00	\$62.00	\$0.00	\$0.00	\$0.00
Power Supply	1	\$40.00	\$0.00	\$40.00	\$0.00	\$0.00	\$0.00
Printer (EPSON TM-H6000iii)	1	\$1,400.00	\$0.00	\$1,400.00	\$0.00	\$0.00	\$0.00
Tyler Notify IVR Plan (25,000 Minutes)	1	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00
Tyler Notify SMS Text Plan (25,000 Messages)	1	\$1,250.00	\$0.00	\$1,250.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			\$0.00	\$15,172.00			\$0.00
<i>3rd Party Software Sub-Total:</i>			\$0.00	\$3,750.00		\$0.00	\$0.00
TOTAL:				\$18,922.00			\$0.00

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.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
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Financials:

Accounting/GL/BG/AP	\$80,000.00	\$16,000.00	\$64,000.00	\$14,400.00	\$14,400.00	\$0.00
Bid Management	\$11,000.00	\$2,200.00	\$8,800.00	\$1,980.00	\$1,980.00	\$0.00
Cash Management	\$17,000.00	\$3,400.00	\$13,600.00	\$3,060.00	\$3,060.00	\$0.00
Employee Expense Reimbursement	\$9,000.00	\$1,800.00	\$7,200.00	\$1,620.00	\$1,620.00	\$0.00
Fixed Assets	\$24,200.00	\$4,840.00	\$19,360.00	\$4,356.00	\$4,356.00	\$0.00
Project & Grant Accounting	\$18,200.00	\$3,640.00	\$14,560.00	\$3,276.00	\$3,276.00	\$0.00
Purchasing	\$41,000.00	\$8,200.00	\$32,800.00	\$7,380.00	\$7,380.00	\$0.00
Risk Management	\$18,200.00	\$3,640.00	\$14,560.00	\$3,276.00	\$3,276.00	\$0.00

Payroll/HR:

Applicant Tracking	\$5,500.00	\$1,100.00	\$4,400.00	\$990.00	\$990.00	\$0.00
HR Management	\$11,500.00	\$2,300.00	\$9,200.00	\$2,070.00	\$2,070.00	\$0.00
Payroll w/ESS	\$23,500.00	\$4,700.00	\$18,800.00	\$4,230.00	\$4,230.00	\$0.00
Professional Development	\$6,600.00	\$1,320.00	\$5,280.00	\$1,188.00	\$1,188.00	\$0.00

Revenue:

Maplink GIS Integration	\$16,500.00	\$3,300.00	\$13,200.00	\$2,970.00	\$2,970.00	\$0.00
Accounts Receivable	\$22,000.00	\$4,400.00	\$17,600.00	\$3,960.00	\$3,960.00	\$0.00
Central Property File	\$2,750.00	\$550.00	\$2,200.00	\$688.00	\$688.00	\$0.00
General Billing	\$10,000.00	\$2,000.00	\$8,000.00	\$1,800.00	\$1,800.00	\$0.00
Parking Tickets	\$20,000.00	\$4,000.00	\$16,000.00	\$5,000.00	\$5,000.00	\$0.00
Tyler Cashiering	\$32,000.00	\$6,400.00	\$25,600.00	\$5,760.00	\$5,760.00	\$0.00
Parking Tickets Handheld Interface	\$2,200.00	\$440.00	\$1,760.00	\$550.00	\$550.00	\$0.00
UB Interface	\$13,200.00	\$2,640.00	\$10,560.00	\$2,376.00	\$2,376.00	\$0.00
Utility Billing CIS	\$41,000.00	\$8,200.00	\$32,800.00	\$7,380.00	\$7,380.00	\$0.00

Productivity:

Citizen Self Service	\$22,000.00	\$4,400.00	\$17,600.00	\$3,960.00	\$3,960.00	\$0.00
eProcurement	\$17,000.00	\$3,400.00	\$13,600.00	\$3,060.00	\$3,060.00	\$0.00

Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Munis Analytics & Reporting	\$80,600.00	\$16,120.00	\$64,480.00	\$14,508.00	\$14,508.00	\$0.00
Tyler Content Manager SE	\$30,000.00	\$6,000.00	\$24,000.00	\$5,400.00	\$5,400.00	\$0.00
Tyler Forms Processing	\$13,500.00	\$2,700.00	\$10,800.00	\$2,700.00	\$2,700.00	\$0.00
Other:						
CAFR Statement Builder	\$12,500.00	\$2,500.00	\$10,000.00	\$2,250.00	\$2,250.00	\$0.00
TOTAL:	\$600,950.00	\$120,190.00	\$480,760.00	\$110,188.00	\$110,188.00	\$0.00

Comments

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.

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 if hosted by the Client. 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.

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

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

Unless otherwise noted, 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.

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

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

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class 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 can thereafter train the remaining users.

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 Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

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 Tyler Forms requires the use of approved printers only. Contact Tyler support for the list of approved printers.

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.

Programming for check reconciliation import and positive pay export assumes one bank format each. Multiple bank formats are extra.

Includes digitizing two signatures, additional charges will apply for additional signatures.

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

Comments

Tyler Forms Financial General Billing Core includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G, 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, and 1099 R.

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

Exhibit 2

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

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

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
 - View a contract tied to a grant

CASH 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 3

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-9:00pm EST Monday-Friday
Payroll/HR/Pension	8:00am-9:00pm 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 (michelle.madore@tylertech.com)	(X4483)
Payroll/HR/Pension Team	Sonja Johnson (sonja.johnson@tylertech.com)	(X4157)
Tax/Other Revenue/Utility Billing Team	Steven Jones (steven.jones@tylertech.com)	(X4255)
OS/DBA Team	Ben King (ben.king@tylertech.com)	(X5464)
TylerForms & Reporting Services	Michele Violette (michele.violette@tylertech.com)	(X4381)

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 4

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 5

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.

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1. Definitions

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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.

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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.

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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 Rapid City

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____

Name: _____

Title: _____

Date: _____

Exhibit 6

Client's Request for Proposal for Financial Management Software ("RFP")

Incorporated by reference

Exhibit 7

Tyler's Proposal Dated March 1, 2013 in Response to the RFP ("Proposal")

Incorporated by reference

Exhibit 8
Client's Security Policy

[TO BE INSERTED]

Exhibit 9
Statement of Work

[TO BE INSERTED]