AGREEMENT

This agreement ("Agreement") is made this _____ day of _____ 2011 ("Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 370 U.S. Route 1, Falmouth, Maine 04105 ("Tyler") and the City of Sanibel, with offices at 800 Dunlop Road, Sanibel, FL 33957 ("Client").

WHEREAS Client issued a Request for Proposals on June 10, 2010 for the purpose of acquiring a Finance, HR/Payroll, Utility Management and Community Development Software System ("Systems");

WHEREAS Tyler responded to Client's Request for Proposal with a Proposal dated July 15, 2010;

WHEREAS Client, on _____, 20__, 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 – LICENSE AGREEMENT

1. License Grant.

a) Upon the Effective Date, Tyler hereby grants to Client a limited non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in Exhibit 1, Section 3 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 and governmental purposes only and otherwise subject to the terms and conditions of this Agreement. THIS LICENSE IS REVOCABLE BY TYLER IF CLIENT TERMINATES, CANCELS OR FAILS TO RENEW THIS AGREEMENT, INCLUDING THE APPLICATION SERVICE PROVIDER AGREEMENT HEREIN OR FAILS TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AFTER CLIENT HAS BEEN NOTIFIED IN WRITING OF THE SPECIFIC FAILURE TO COMPLY AND HAS FAILED TO CURE WITHIN A 45 DAY PERIOD. TYLER HAS THE RIGHT TO REVOKE THIS LICENSE IF CLIENT FAILS TO REMIT ANY UNDISPUTED AND REQUIRED ASP FEES AND THE AMOUNT IN ARREARS IS THIRTY (30) DAYS OR OLDER FOLLOWING THIRTY (30) DAYS WRITTEN NOTICE OF ITS INTENT TO REVOKE THE LICENSE.

b) 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, Section 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 after Client has been notified in writing of the specific failure to comply and has failed to cure within a 45 day period, 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. 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 Exhibit 1, Section 1.

2. License Terms.
a) Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and User Guides.
b) 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.
c) 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 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 subject to the provisions of Section F(23), infra.
d) 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.
e) 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.
f) In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manger is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Management software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

3. 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 afore-mentioned documents, the then-current Tyler User Guides will control. A Tyler Software Product is "Defective" if it contains a Defect. For as long as a current Maintenance Agreement and Application Service Provider Agreement are 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 best 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).

4. 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 the 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 an amount equal to 2.0 times the amount of ASP Maintenance fees set forth in Exhibit 1 - Investment Summary and paid or scheduled to be paid by Client for the then-current term. Such ASP fees reflect and are set in reliance upon this limitation of liability.

SECTION B – APPLICATION SERVICE PROVIDER (ASP) AGREEMENT

1. Hosting. Tyler shall host at Tyler's data center and make available to Client the Tyler Software Products listed in the attached Exhibit 1, Section 3 Investment Summary.

2. Hosting Term. The term of this Application Service Provider Agreement shall commence on May 3, 2011 and shall remain in effect until May 2, 2018. The hosting term will renew automatically thereafter for additional one (1) year terms at Tyler's then-current rates unless such renewal is cancelled in writing by either party at least fifteen (15) days prior to the end of the then-current term. The previous sentence notwithstanding, in the event that Client renews this hosting agreement beyond the initial term stated herein, Tyler shall not increase the rate for application maintenance fees by more than 5% of the previous year's rate for renewals in years 8 through 10 inclusive.

3. Upon expiration or termination of this ASP Agreement, at Client's request, Tyler shall provide Client with all Client's data within 10 business days.

4. Service Levels. For as long as a current Application Service Provider Agreement is in effect, Tyler shall provide Client access to the Tyler Software Products listed in Exhibit 1, Section 3 in accordance with Tyler's then-current Service Level Agreement (Tyler's current Service Level Agreement is attached hereto as Exhibit 2). Provided, however, system availability shall, at a minimum, be provided at a level no less than the service level agreement in effect at the Effective Date of this Agreement. Tyler shall make the then-current Service Level Agreement available on the Client portal section of Tyler's SharePoint website within 10 business days.

5. "Then-Current Fees". "Then-Current Fees", "Then-Current Rates", "Then-Current Standard Rates" and similar terms, for purposes of this Agreement as a whole, shall mean the fees, costs, standard fees, standard rates, etc. that Tyler charges to its Clients in general and, if such fees, costs or rates are tiered, Client shall be charged the then-current fees, costs or rates for the tier in which Client falls based on Client's then size.

6. Payment. Client agrees to pay and Tyler agrees to accept, the ASP Maintenance Fees provided in Exhibit 1, Section 3 on the schedule detailed herein. Client acknowledges that continued access to the Tyler Software Products hosted by Tyler pursuant to this Agreement is contingent on Client's payment of all undisputed ASP Fees as indicated herein. If Client fails to remit the undisputed ASP Fees as required, and the amount in arrears is thirty (30) days or older, Tyler shall have the undisputed right to terminate this Agreement and deny access to the hosted applications following thirty (30) days written Notice of Tyler's intent to terminate. Disputes shall be addressed in accordance with Section F(3) of this Agreement.

7. Concurrent Users. The ASP Fees are based on thirty-two (32) concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the ASP Fees based upon any resulting changes in the pricing categories.

8. ASP Environments. Prices for ASP services contained in the attached Exhibit 1 Investment Summary include a live database, a test database and a training database. At the Effective Date of this Agreement, there are no functional differences between the software product to which Client has access via ASP and the standard product intended for client hosted applications.

9. 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 the loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision of Application Hosting Services. Tyler's liability for damages and expenses arising out of this Application Hosting Agreement unless otherwise provided, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to an amount equal to 2.0 times the Application Service Provider Fees paid or scheduled to be paid by Client for the then-current term. Such fees are set in reliance upon this limitation of liability.

SECTION C - PROFESSIONAL SERVICES AGREEMENT

1. Services. Tyler shall provide the services set forth in Exhibit 1, Section 2 at Client's election, including Consulting, Training, Conversion, and other miscellaneous Services.

2. Professional Services Fees.
a) Fees for the Services listed in Exhibit 1, Section 2 are included as part of the ASP Maintenance fees charged to Client as provided herein.
b) Notwithstanding specific prices to the contrary set forth in Exhibit 1, all applicable Consulting and Training services will be invoiced in half-day and full-day increments.
c) Payment is due within thirty (30) calendar days of invoice receipt.
d) Expenses will be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Tyler's invoicing for travel expenses shall contain itemizations for travel expenses based upon date and type of expense. 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 of $50.00 per week for which any receipt is provided. 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.
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 the 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 an amount equal to 2.0 times the amount of ASP Maintenance fees, and other miscellaneous Services fees set forth in Exhibit 1 - Investment Summary as applicable and paid or scheduled to be paid by Client for the then-current term. 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, 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 at Tyler's then-current standard rates 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.

SECTION D – MAINTENANCE AGREEMENT

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

2. Additional Charges. Any maintenance services performed by Tyler for Client which are not covered by this Maintenance Agreement, as set forth in Article 5 of this Section D Maintenance Agreement, including materials and expenses, will be billed to Client at Tyler's then current rates.

3. Term of Agreement. This Maintenance Agreement is effective on May 3, 2011and will remain in force until May 2, 2018, and will renew automatically thereafter 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 previous sentence notwithstanding, in the event that Client renews this Maintenance Agreement beyond the initial term stated herein, Tyler shall not increase the rate for application maintenance fees by more than 5% of the previous year's rate for renewals in years 8 through 10 inclusive.

4. Payment.
a) Maintenance fees for the products listed in the attached Exhibit 1, Section 1 Investment Summary will be invoiced by Tyler annually in advance. Tyler shall provide Client with not less than thirty (30) days written notice of any change in annual Maintenance fees.
b) Maintenance fees for the products listed in the attached Exhibit 1, Section 3 Investment Summary will be invoiced by Tyler as ASP Fees pursuant to Section F, Paragraph 29.
c) Additional Charges. Any maintenance services performed by Tyler for Client which are not covered by this Maintenance Agreement, as set forth in Article 5 of Section D Maintenance Agreement, including materials and expenses, will be billed to Client at Tyler's then current rates.
d) 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.

5. Maintenance Services Terms and Conditions. For as long as this 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.

6. 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.

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 the 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 an amount equal to 2.0 times the Maintenance fees paid or scheduled to be paid to Tyler for the then-current term. Such Maintenance fees reflect and are set in reliance upon this limitation of liability.

SECTION E – THIRD PARTY PRODUCT AGREEMENT

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

2. License of System Software.
a) Upon the Effective Date, Tyler grants to Client and Client accepts from Tyler, unless otherwise specified in any applicable End User License Agreement, a revocable, 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, if accepted by Client, in writing, through its MIS (Management Information Systems) Director, 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 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 F – GENERAL TERMS AND CONDITIONS

1. 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 ASP fees 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.

2. 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 Article 20 of Section F General Terms and Conditions. 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.

3. 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.

4. 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. Upon occurrence of an event of Force Majeure, Tyler will use best efforts to make available the Tyler software products hosted at Tyler's data center to Client by remote access at the levels described in the then-current Service Level Agreement.

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).

5. 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.

6. 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.

7. 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.

8. 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.

9. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Florida. Any action arising under or related to this Agreement shall be brought in the State or federal Court having jurisdiction in the City of Sanibel.

10. 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.

11. 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.

12. 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.

13. 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.

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

15. Termination.

A. 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 based upon then-current rates for such 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.

B. Client may terminate this Agreement, without cause and at client's sole discretion, upon 90 days prior written notice to Tyler. Upon such termination, Client shall pay Tyler:

i) A fee equal to 20% of the annual ASP maintenance fees that would have been due and payable for the year in which such termination occurs.

ii) In addition to the fee in subparagraph i. above:

80% of the value of services delivered through the date of termination if such termination occurs within 1 year of the Effective Date;

60% of the value of services delivered through the date of termination if such termination occurs after 1 year but before 2 years from the Effective Date;

40% of the value of the services delivered through the date of termination if such termination occurs after 2 years but before 3 years from the Effective Date;

20% of the value of services delivered through the date of termination if such termination occurs after 3 years but before 4 years of the Effective Date.

iii) For the purposes of this section, the value of services shall be determined based upon Tyler's then current standard rate charged to similarly situated clients in effect at the time of termination.

16. 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 based upon then-current rates for such services 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.

17. 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.

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

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

20. 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. 370 US Route 1 Falmouth, ME 04105 Attention: Contracts Manager	City of Sanibel 800 Dunlop Road Sanibel, FL 33957 Attention: City Manager

21. 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.

22. 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 $1,000,000; and
d) Workers compensation complying with statutory requirements.

Tyler shall notify Client within 10 business days in the event that Tyler receives notification that the insurance coverages set forth above will be canceled, non-renewed or reduced in coverage in any amount below the coverages set forth above. Tyler shall immediately have such insurance coverages renewed or reinstated and shall notify Client, in writing, of such actions of Tyler.

23. 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 Florida public records requests. The 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. Notwithstanding this section or any provision of this Agreement, Client is required to comply with the Florida Public Records Laws and such compliance shall under no conditions be construed as a violation of any provision of this Agreement.

24. 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, 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.

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

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

27. 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.

28. 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.

29. Payment Terms.
a) Tyler shall invoice Client $9,000.00 when Tyler has made the Tyler Software Products listed in Exhibit 1, Section 1 available to Client for downloading. Such sum equals:
100% of the Software fees ($9,000.00)

b) Tyler shall bill Client for ASP fees (totaling $641,501.00 for the Term of the Agreement) for the products listed in the attached Exhibit 1, Section 3 – Investment Summary as follows:

On May 3, 2011 and every three months thereafter through the end of the term, Client shall remit to Tyler ASP fees in the amount of $22,910.75.

c) Tyler hereby waives 100% of the year 1 Maintenance fees of $1,620.00 for the TCM SE product for the period May 3, 2011 through May 2, 2012. Subsequent annual Maintenance fees for TCM SE will be due annually in advance on May 3 of subsequent years through the end of the Term.

d) Tyler shall invoice Client $4,000.00 for VPN Installation fees as provided.

e) Tyler shall invoice Client the Hardware fees of $1,650.00 upon delivery of such Hardware.

f) Tyler shall invoice a 50% deposit for modifications upon delivery of specifications and 50% upon delivery of modification. Tyler will perform a modification upon receipt of written notice to proceed from 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. Tyler's current Business Travel Policy is attached hereto as Exhibit 4.

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

30. Optional Items. Pricing for optional products and services listed in Exhibit 1 shall be valid for six (6) months from the Effective Date. Included in optional items are import and export formats for Client to interface with Client's banking institution. Client will only need to exercise those optional items in the event that Tyler does not have existing standard interfaces for Client's banking institution based upon file formats to be provided by Client. Tyler will provide optional items upon receipt of written notice to proceed from Client.

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

Exhibit 1 – Investment Summary
Exhibit 2 – Service Level Agreement
Exhibit 3 - Support Call Process
Exhibit 4 – Business Travel Policy
Exhibit 5 – Adobe End User License Agreement

In the event of a conflict between this Agreement document and any Exhibit, the provisions and terms of this Agreement document shall prevail.

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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

By:_____

Name:_____

Title:_____

Date:_____

City of Sanibel

By:_____

Name:_____

Title:_____

Date:_____

ATTEST:

_____
Pamela Smith, City Clerk

APPROVED AS TO FORM: Kenneth B. Cuyler
Kenneth B. Cuyler, City Attorney

4/29/11
Date

Exhibit 1

INVESTMENT SUMMARY

[See pages following]

Quoted By:	Tim Vickers
Date:	02/25/2011
Quote Expiration:	04/30/2011
Quote Name:	ASP - Clone from ID : 28987 (5 year)
Quote Number:	29827

Sales Quotation For:

Elaine Fannon
City of Sanibel
800 Dunlop Rd
Sanibel, FL 33957

Phone: (239) 472-9615
Fax: (239) 472-3065
Email: elaine.fannon@mysanibel.com

1 Software

Model #	Description	Quantity	Price	Extended Price	Discount	Software Total
OF-TCMSE-SW-B	TCM SE-Software-B	1.00	$9,000.00	$9,000.00	$0.00	$9,000.00
					Total: $0.00	Total: $9,000.00

2 Services

Model #	Description	Quantity	Price	Extended Price	Discount	Services Total
ASP-VPN-HDW-1001	VPN Installation	1.00	$4,000.00	$4,000.00	$0.00	$4,000.00
SVC-PROJ-PPS-B	Project Planning Services - B	1.00	$0.00	$0.00	$0.00	$0.00
					Total: $0.00	Total: $4,000.00

Consulting

Model #	Description	Quantity	Price	Extended Price	Discount	Consulting Total
FA-AC-CS-B	Accounting/GL/BG/AP - Consulting - B	1.00	$0.00	$0.00	$0.00	$0.00
FA-CM-CS-B	Contract Management - Consulting - B	1.00	$0.00	$0.00	$0.00	$0.00
FA-FA-CS-B	Fixed Assets - Consulting - B	1.00	$0.00	$0.00	$0.00	$0.00
FA-PA-CS-B	Project & Grant Accounting - Consulting - B	1.00	$0.00	$0.00	$0.00	$0.00
FA-PO-CS-B	Purchase Orders - Consulting - B	1.00	$0.00	$0.00	$0.00	$0.00
FA-RQ-CS-B	Requisitions - Consulting - B	1.00	$0.00	$0.00	$0.00	$0.00
FA-TM-CS-B	Treasury Management - Consulting - B	1.00	$0.00	$0.00	$0.00	$0.00
FA-WO-CS-B	Work Orders - Consulting - B	1.00	$0.00	$0.00	$0.00	$0.00
FA-WO-FC-B	Facilities Consulting - B	1.00	$0.00	$0.00	$0.00	$0.00
FA-WO-FLC-B	Fleet Consulting - B	1.00	$0.00	$0.00	$0.00	$0.00
HR-PM-CS-B	HR Management - Consulting - B	1.00	$0.00	$0.00	$0.00	$0.00
HR-PRESS-CS-B	Payroll w/ESS - Consulting - B	1.00	$0.00	$0.00	$0.00	$0.00
OF-PL-CS-B	Role Tailored Dashboard - Consulting - B	1.00	$0.00	$0.00	$0.00	$0.00
RB-AR-CS-B	Accounts Receivable - Consulting - B	1.00	$0.00	$0.00	$0.00	$0.00
RB-BL-CS-B	Bus Licenses - Consulting - B	1.00	$0.00	$0.00	$0.00	$0.00
RB-GB-CS-B	General Billing - Consulting - B	1.00	$0.00	$0.00	$0.00	$0.00
RB-PI-CS-B	Permits Code Enforce - Consulting - B	2.00	$0.00	$0.00	$0.00	$0.00
RB-UBCIS-CS-B	Utility Billing CIS - Consulting - B	1.00	$0.00	$0.00	$0.00	$0.00
RB-UBSA-CS-B	UB Special Assessments - Consulting - B	1.00	$0.00	$0.00	$0.00	$0.00
RB-VS-CS-B	IL Vehicle Stickers - Consulting - B	1.00	$0.00	$0.00	$0.00	$0.00

Total:
$0.00

Training

Model #	Description	Quantity	Price	Extended Price	Discount	Training Total
FA-AC-TR-B	Accounting/GL/BG/AP - Training - B	5.00	$0.00	$0.00	$0.00	$0.00
FA-CM-TR-B	Contract Management - Training - B	1.00	$0.00	$0.00	$0.00	$0.00
FA-FA-TR-B	Fixed Assets - Training - B	1.00	$0.00	$0.00	$0.00	$0.00
FA-PA-TR-B	Project & Grant Accounting - Training - B	1.00	$0.00	$0.00	$0.00	$0.00
FA-PO-TR-B	Purchase Orders - Training - B	1.00	$0.00	$0.00	$0.00	$0.00
FA-RQ-TR-B	Requisitions - Training - B	1.00	$0.00	$0.00	$0.00	$0.00
FA-TM-TR-B	Treasury Management - Training - B	1.00	$0.00	$0.00	$0.00	$0.00
FA-WO-FLT-B	Fleet Training - B	1.00	$0.00	$0.00	$0.00	$0.00
FA-WO-FT-B	Facilities Training - B	1.00	$0.00	$0.00	$0.00	$0.00
FA-WO-TR-B	Work Orders - Training - B	2.00	$0.00	$0.00	$0.00	$0.00
HR-PM-TR-B	HR Management - Training - B	4.00	$0.00	$0.00	$0.00	$0.00
HR-PRESS-TR-B	Payroll w/ESS - Training - B	10.00	$0.00	$0.00	$0.00	$0.00
OF-GASB-TR-B	GASB 34 Report Writer - Training - B	3.00	$0.00	$0.00	$0.00	$0.00
OF-MAP-TR-B	Maplink GIS Integration - Training - B	1.00	$0.00	$0.00	$0.00	$0.00
OF-MO-TR-B	MUNIS Office - Training - B	1.00	$0.00	$0.00	$0.00	$0.00
OF-PL-TR-B	Role Tailored Dashboard - Training - B	1.00	$0.00	$0.00	$0.00	$0.00
OF-SY-TR-B	System Admin & Security - Training - B	1.00	$0.00	$0.00	$0.00	$0.00
OF-TCMSE-TR-B	TCM SE-Implementation/Training/PM - B	4.00	$0.00	$0.00	$0.00	$0.00
OF-TRS-TR-B	Tyler Reporting Services - Training - B	2.00	$0.00	$0.00	$0.00	$0.00
OF-WF-HR-TR-B	Workflow-HR - Training - B	1.00	$0.00	$0.00	$0.00	$0.00
OF-WF-RB-TR-B	Workflow-Revenue - Training - B	1.00	$0.00	$0.00	$0.00	$0.00
OF-WF-TR-B	Workflow-Finance - Training - B	1.00	$0.00	$0.00	$0.00	$0.00
RB-AL-TR-B	Animal License - Training - B	2.00	$0.00	$0.00	$0.00	$0.00
RB-AR-TR-B	Accounts Receivable - Training - B	2.00	$0.00	$0.00	$0.00	$0.00
RB-BL-TR-B	Bus Licenses - Training - B	4.00	$0.00	$0.00	$0.00	$0.00
RB-CP-TR-B	Central Property File - Training - B	1.00	$0.00	$0.00	$0.00	$0.00
RB-GB-TR-B	General Billing - Training - B	1.00	$0.00	$0.00	$0.00	$0.00
RB-PI-TR-B	Permits Code Enforce - Training - B	11.00	$0.00	$0.00	$0.00	$0.00
RB-TC-TR-B	Tyler Cashiering - Training - B	2.00	$0.00	$0.00	$0.00	$0.00
RB-UBCIS-BU-B	Utility Billing CIS - TR - Bill for UB - B	4.00	$0.00	$0.00	$0.00	$0.00
RB-UBCIS-GL-B	Utility Billing CIS - TR - GL Interface - B	3.00	$0.00	$0.00	$0.00	$0.00
RB-UBCIS-NT-B	Utility Billing CIS - TR - Non-Tyler - B	2.00	$0.00	$0.00	$0.00	$0.00
RB-UBCIS-TR-B	Utility Billing CIS - Training - B	15.00	$0.00	$0.00	$0.00	$0.00
RB-UBSA-TR-B	UB Special Assessments - Training - B	4.00	$0.00	$0.00	$0.00	$0.00
RB-VS-TR-B	IL Vehicle Stickers - Training - B	1.00	$0.00	$0.00	$0.00	$0.00
WEB-MOL-CR-TR-B	Citizen Self Service - Training - B	1.00	$0.00	$0.00	$0.00	$0.00
WEB-MOL-VND-TR-B.	Business and Vendor Self Service - Training - B	1.00	$0.00	$0.00	$0.00	$0.00

Total:
$0.00

Conversion

Model #	Description	Quantity	Price	Extended Price	Discount	Conversion Total
CV-AC-OA-B	AC Opt 1 - Actuals - B	1.00	$0.00	$0.00	$0.00	$0.00
CV-AC-OB-B	AC Opt 2 - Budgets - B	1.00	$0.00	$0.00	$0.00	$0.00

CV-AC-STD-B	AC Standard COA - B	1.00	$0.00	$0.00	$0.00	$0.00
CV-AP-OC-B	AP Opt 1 - Checks - B	1.00	$0.00	$0.00	$0.00	$0.00
CV-AP-OI-B	AP Opt 2 - Invoice - B	1.00	$0.00	$0.00	$0.00	$0.00
CV-AP-STD-B	AP Standard Master - B	1.00	$0.00	$0.00	$0.00	$0.00
CV-BL-OB-B	BL Opt 1 - Bills - B	1.00	$0.00	$0.00	$0.00	$0.00
CV-BL-STD-B	BL Std Master - B	1.00	$0.00	$0.00	$0.00	$0.00
CV-GB-OPB-B	GB Opt 2 - Bills - B	1.00	$0.00	$0.00	$0.00	$0.00
CV-GB-STD-B	GB Std CID - B	1.00	$0.00	$0.00	$0.00	$0.00
CV-PI-OP1-B	Permits and Code Enforcement - Option 1 - B	1.00	$0.00	$0.00	$0.00	$0.00
CV-PI-OP2-B	Permits and Code Enforcement - Option 2 - B	1.00	$0.00	$0.00	$0.00	$0.00
CV-PI-OP3-B	Permits and Code Enforcement - Option 3 - B	1.00	$0.00	$0.00	$0.00	$0.00
CV-PI-STD-B	Permits and Code Enforcement - Standard - B	1.00	$0.00	$0.00	$0.00	$0.00
CV-PO-STD-B	Purchase Orders - Standard - B	1.00	$0.00	$0.00	$0.00	$0.00
CV-PR-OP1-B	PR Payroll - Option 1 Deductions - B	1.00	$0.00	$0.00	$0.00	$0.00
CV-PR-OP2-B	PR Payroll - Option 2 Accrual Balances - B	1.00	$0.00	$0.00	$0.00	$0.00
CV-PR-OP3-B	PR Payroll - Option 3 Accumulators - B	1.00	$0.00	$0.00	$0.00	$0.00
CV-PR-OP4-B	PR Payroll - Option 4 Check History - B	1.00	$0.00	$0.00	$0.00	$0.00
CV-PR-OP5-B	PR Payroll - Option 5 Earning/Deduction Hist - B	1.00	$0.00	$0.00	$0.00	$0.00
CV-PR-OP7-B	PR Payroll - Option 7 PM Action History - B	1.00	$0.00	$0.00	$0.00	$0.00
CV-PR-STD-B	PR Payroll - Standard - B	1.00	$0.00	$0.00	$0.00	$0.00
CV-UB-OP1-B	Utility Billing - Option 1 Services - B	1.00	$0.00	$0.00	$0.00	$0.00
CV-UB-OP2-B	Utility Billing - Option 2 Assessments - B	1.00	$0.00	$0.00	$0.00	$0.00
CV-UB-OP3-B	Utility Billing - Option 3 Consumption History - B	1.00	$0.00	$0.00	$0.00	$0.00
CV-UB-OP4-B	Utility Billing - Option 4 Balance Forward AR - B	1.00	$0.00	$0.00	$0.00	$0.00
CV-UB-STD-B	Utility Billing - Standard - B	1.00	$0.00	$0.00	$0.00	$0.00

Total: $0.00

Total Other Services:	Total Consulting:	Total Training:	Total Conversion Services:	Total Services:
$4,000.00	$0.00	$0.00	$0.00	$4,000.00

Total Training Days: 99	Total Consulting Days: 21

3 Maintenance

Model #	Description	Quantity	Price	Extended Price	Discount	Maintenance Total
FA-AC-AS-B	Accounting/GL/BG/AP - ASP - B	7.00	$8,828.00	$61,796.00	$0.00	$61,796.00
FA-CM-AS-B	Contract Management - ASP - B	7.00	$1,149.00	$8,043.00	$0.00	$8,043.00
FA-FA-AS-B	Fixed Assets - ASP - B	7.00	$2,102.00	$14,714.00	$0.00	$14,714.00
FA-PA-AS-B	Project & Grant Accounting - ASP - B	7.00	$1,762.00	$12,334.00	$0.00	$12,334.00
FA-PO-AS-B	Purchase Orders - ASP - B	7.00	$2,462.00	$17,234.00	$0.00	$17,234.00
FA-RQ-AS-B	Requisitions - ASP - B	7.00	$1,497.00	$10,479.00	$0.00	$10,479.00
FA-TM-AS-B	Treasury Management - ASP - B	7.00	$1,550.00	$10,850.00	$0.00	$10,850.00

FA-WO-AS-B	Work Orders, Fleet & Facilities - ASP - B	7.00	$3,720.00	$26,040.00	$0.00	$26,040.00
HR-PM-AS-B	HR Management - ASP - B	7.00	$4,491.00	$31,437.00	$0.00	$31,437.00
HR-PRESS-AS-B	Payroll w/ESS - ASP - B	7.00	$11,787.00	$82,509.00	$0.00	$82,509.00
OF-GASB-ASP-B	GASB 34 Report Writer - ASP - B	7.00	$3,086.00	$21,602.00	$0.00	$21,602.00
OF-MAP-AS-B	Maplink GIS Integration - ASP - B	7.00	$1,342.00	$9,394.00	$0.00	$9,394.00
OF-MO-AS-B	MUNIS Office - ASP - B	7.00	$1,242.00	$8,694.00	$0.00	$8,694.00
OF-PL-AS-B	Role Tailored Dashboard - ASP - B	7.00	$1,497.00	$10,479.00	$0.00	$10,479.00
OF-TCMSE-SP-B	TCM SE-Support-B	1.00	$1,620.00	$1,620.00	$1,620.00	$0.00
OF-TRS-AS-B	Tyler Reporting Services - ASP - B	7.00	$2,410.00	$16,870.00	$0.00	$16,870.00
OF-WF-AS-B	Dashboard and Workflow-Finance - ASP - B	7.00	$0.00	$0.00	$0.00	$0.00
OF-WF-HR-ASP-B	Dashboard and Workflow-HR - ASP - B	7.00	$0.00	$0.00	$0.00	$0.00
OF-WF-RB-ASP-B	Dashboard and Workflow-Revenue - ASP - B	7.00	$0.00	$0.00	$0.00	$0.00
OS-SVC-PR-TTU	Annual Payroll Tax Table Update	1.00	$1,000.00	$1,000.00	$0.00	$1,000.00
RB-AL-AS-B	Animal License - ASP - B	7.00	$1,182.00	$8,274.00	$0.00	$8,274.00
RB-AR-AS-B	Accounts Receivable - ASP - B	7.00	$2,370.00	$16,590.00	$0.00	$16,590.00
RB-BL-AS-B	Bus Licenses - ASP - B	7.00	$3,904.00	$27,328.00	$0.00	$27,328.00
RB-CP-AS-B	Central Property File - ASP - B	7.00	$235.00	$1,645.00	$0.00	$1,645.00
RB-GB-AS-B	General Billing - ASP - B	7.00	$2,164.00	$15,148.00	$0.00	$15,148.00
RB-PI-AS-B	Permits Code Enforce - ASP - B	7.00	$7,735.00	$54,145.00	$0.00	$54,145.00
RB-TC-ASP-B	Tyler Cashiering - ASP - B	7.00	$3,780.00	$26,460.00	$0.00	$26,460.00
RB-UBCIS-AS-B	Utility Billing CIS - ASP - B	7.00	$13,777.00	$96,439.00	$0.00	$96,439.00
RB-VS-AS-B	IL Vehicle Stickers - ASP - B	7.00	$1,497.00	$10,479.00	$0.00	$10,479.00
TF-AC-ASP-B	Tyler Forms Processing - ASP - B	7.00	$2,387.00	$16,709.00	$0.00	$16,709.00
TF-BL-BLAS-B	Tyler Forms Business License Library - ASP - B	7.00	$0.00	$0.00	$0.00	$0.00
TF-FL-AS-B	Tyler Forms Financial Library - ASP - B	7.00	$0.00	$0.00	$0.00	$0.00
TF-GBL-AS-B	Tyler Forms General Billing Library - ASP - B	7.00	$0.00	$0.00	$0.00	$0.00
TF-GD-AS-B	Tyler Forms-GoDocs-ASP-B	7.00	$800.00	$5,600.00	$0.00	$5,600.00
TF-HR-AS-B	Tyler Forms Human Resources Library - ASP -B	7.00	$0.00	$0.00	$0.00	$0.00
TF-PL-AS-B	Tyler Forms Permits Library - ASP - B	7.00	$0.00	$0.00	$0.00	$0.00
TF-UB-AS-B	Tyler Forms Utility Billing Library - ASP - B	7.00	$0.00	$0.00	$0.00	$0.00
WEB-SSC-AS-TH-B	Citizen Self Service - ASP - B	7.00	$1,645.00	$11,515.00	$0.00	$11,515.00
WEB-SSVB-AS-TH-B	Business and Vendor Self Service - ASP - B	7.00	$1,242.00	$8,694.00	$0.00	$8,694.00
					Total: $1,620.00	Total: $642,501.00

4 Hardware

Model #	Description	Quantity	Price	Extended Price	Discount	Hardware Total
TF-SS-EA	Tyler Secure Signature Key – Additional	1.00	$150.00	$150.00	$0.00	$150.00
TF-SS-KEY	Tyler Secure Signature Key with System	1.00	$0.00	$0.00	$0.00	$0.00
TF-SS-S1	Tyler Secure Signature System	1.00	$1,500.00	$1,500.00	$0.00	$1,500.00
					Total: $0.00	Total: $1,650.00

Fees **Maintenance**

Summary

Total Software	$9,000.00	$642,501.00
Total Services	$4,000.00	
Total Hardware	$1,650.00	
Summary Total	$14,650.00	$642,501.00

Comments

Optional Software and Services - not included in Totals

Model #	Description	Quantity	Price	Extended Price	Discount	Software and Services Total
OS-SVC-AP-PPEF	AP Positive Pay Export Format	1.00	$3,000.00	$3,000.00	$0.00	$3,000.00
OS-SVC-APPR-CRI	AP/PR Check Recon Import	1.00	$1,000.00	$1,000.00	$0.00	$1,000.00
OS-SVC-PCIF-WOE	P-Card Import Format W/O Encumbrances	1.00	$7,500.00	$7,500.00	$0.00	$7,500.00
OS-SVC-PR-PPEF	PR Positive Pay Export Format	1.00	$3,000.00	$3,000.00	$0.00	$3,000.00
SVC-TVL-EST	Estimated Travel Expenses	43.00	$1,200.00	$51,600.00	$0.00	$51,600.00

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.

Total: $66,100.00

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Exhibit 2
SERVICE LEVEL AGREEMENT

I. Service Levels

Service levels shall be as in this section. In the event of a conflict between the summary chart and the explanation that follows the summary chart, the explanation shall govern.

A. Definitions

When used in this section the following shall mean:

Application shall mean Application Services.

Business Day shall mean Monday through Friday excluding Tyler holidays.

Business Hours shall mean 8:00 a.m. – 6:00 p.m. (EST) on Business Days.

EST shall mean Eastern Standard Time and, where applicable, Eastern Daylight Savings Time.

ASP shall mean Application Services Provider of Tyler

ISP shall mean Internet Service Provider.

B. Service to the Client

The following service levels apply to ASP Operations Support. Application support calls are handled by the Application Support Teams. All service levels are based on attainment rates shown below and calculated on a quarterly basis on the following summary chart and explanations following.

SUMMARY CHART

Service Type	Time	Attainment
Application Availability - Green	6:00 a.m. to 9:00 p.m. EST Mon-Fri 6:00 a.m. to 3:00 p.m. EST Sat	99%
Application Availability – Yellow	9:00 p.m. to 5:00 a.m. EST Mon – Fri 3:00 p.m. EST Sat to 5:00 a.m. EST Sun 6:00 a.m. EST Sun to 5:00 a.m. EST Mon	No SLA
Application Availability – Red	5:00 a.m. to 6:00 a.m. EST Mon – Sun	No SLA
Adding/Changing User Access or Printer	Request by noon: same day before 9:00 p.m. Request by noon: by noon next business day Request after noon; by noon next business day Request by noon: next business day before 9:00 p.m.	90% 100% 90% 100%
Data or File Restoration	Next Business Day Second Business Day	95% 100%
Synchronization of "live" and "test" and/or "training" databases	Next Business Day	95%
New Release/Update Testing Period	10 Business Days	95%
VPN Appliance Repair	Next Business Day	95%
Support Call Response	By Severity Level Level 1 2 Business Hours Level 2 4 Business Hours Level 3 8 Business Hours Level 4 12 Business Hours	80%
Support Call Response for Escalated Issues	By Severity Level Level 1 1 Business Hours	90%

	Level 1 2 Business Hours Level 2 4 Business Hours Level 3 8 Business Hours Level 4 12 Business Hours	100% 100% 100% 100%
File Back-up	Nightly	95%

Explanations

1. Application Availability:

Green Time: Guaranteed system availability. SLA applies to green time only.

Yellow Time: User access permitted. Tyler reserves the right to use this time for scheduled or unscheduled maintenance, repairs that require a longer window of downtime, and scheduled testing. 24-hour advance user notification will be given when possible.

Red time: System is not available. Reserved for routine daily maintenance.

Measurement: A log is kept to report any system issues including down time. Total minutes down will be compared to total green minutes in a quarter to determine % of goal in the above summary chart. All percentage calculations shall be rounded to the lowest whole number.

Exclusions: Red Time. Yellow time.

Target is 99% attainment.
If actual attainment is 98-97%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 96-94%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 94%, a credit of 5% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

2. Adding/Changing User Access or Printer:

A request to add or change a user or printer must be made through the Tyler support department. All requests / issues should be logged by calling the ASP team in support at 800.772.2260 and following the recorded instructions. Support hours are 8:00 AM to 6:00 PM EST. Messages may be left after

hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If Tyler subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls.

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Exclusions: Requests that are not made through the ASP team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Where target is 90% within guidelines specified above:

If actual attainment is 89-88%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 87-85%, a credit of 1% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 85%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if in the quarter immediately following the correction Tyler does not attain that service level, the credits that would normally be due will be doubled.

Where target is 100% within guidelines specified above:

If actual attainment is 99-98%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 97-95%, a credit of 1% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 95%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

3. Data or File Restoration:

Data that may be restored include the complete database, files in the user's home directory and spool files.

A request to restore spool file must be made through the Tyler support department and must include the user name, exact file name and date when file may be found. A request to restore a database must be made through the Tyler Support Department and must be made only by the Client's authorized personnel. A list of such will be provided by the Client signed by the Comptroller or Director of Information Technology Department. All requests / issues should be logged by calling the ASP team in support at 800.772.2260 and following the recorded instructions. Support hours are 8:00 AM to 6:00 PM EST. Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If Tyler subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls. A list of personnel with authority to make specific requests, other than relating to the database, will also be provided by the Client's authorized representative.

Measurements: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Exclusions: Service levels exclude files that are older than 20 business days. Requests that are not made through the ASP team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Where target is 95% attainment:

If actual attainment is 94-93%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.
If actual attainment is 92-90%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 90%, a credit of 3% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

Where target is 100% within guidelines specified above:

If actual attainment is 99-98%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 97-95%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 95%, a credit of 3% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

4. Data Synchronization in the Training and/or Test Database:

Tyler shall maintain three databases containing the Client data: production database, training database, and test database. Tyler shall synchronize the training and/or test database(s) upon request of the Client. There shall be no limit to such requests. However, it is understood that all users must be off of the system during such synchronization.

A request to synchronize the training and/or test database(s) must be made through the Tyler support department. All requests / issues should be logged by calling the ASP team in support at 800.772.2260 and following the recorded instructions. Support hours are 8:00 AM to 6:00 PM EST. Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If Tyler subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls.

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Exclusions: Requests that are not made through the ASP team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Target is 95% attainment.

If actual attainment is 94-93%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 90%, a credit of 3% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

5. New Release/Update Testing Period:

New releases of Tyler will be loaded into the training database prior to Production. These releases will remain in the training environment for a minimum of ten business days. A migration plan should be developed and published for each release for each site. Changes to the plan should be discussed with both parties.

Client agrees to devote time and resources to testing new release to remain no more than two releases behind.

Measurement: A date stamp is created when the program directory for training is updated. This will be compared to the requested date for migration to production.

Exclusions: Individual programs that have been requested to fix a "bug" or add functionality for a site may be moved from training to production at the Client's request.

Target is 95% attainment.

If actual attainment is 94-93%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 1% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 90%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

6. VPN Appliance Repair:

Client's data is currently encrypted using a Cisco ASA 5505. This is a piece of hardware that is installed on Client's network to create a virtual private network. If the appliance should fail, we have guaranteed 4-hour response from the vendor. Should a new device be required during the reconfiguration of the Client's network by the Client, if we are notified by 6PM EST, a preconfigured device can be sent via overnight mail.

A hardware failure notice must be made through the Tyler support department. All requests / issues should be logged by calling the ASP team in support at 800.772.2260 and following the recorded instructions. Support hours are 8:00 AM to 6:00 PM EST. Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If Tyler subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls.

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Exclusions: Requests that are not made through the ASP team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Target is 95% attainment.

If actual attainment is 94-93%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 90%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

7. Support Call Response:

Definition of Severities:

1 Critical Issue – Tyler is down
2 Severe issue, but there is a work around
3 Important issue – not severe
4 Lowest priority

All requests / issues should be logged by calling support at 800.772.2260 and following the recorded instructions. Support hours are 8:00 AM to 6:00 PM EST, except as noted below. Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If Tyler subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls.

Currently you would press 3 for support, then you would press one of the following numbers based on Client's need:

Application Teams:

1 Financials (8:00 AM to 8:00 PM EST)
This includes general ledger, budget, project accounting, fixed assets, accounts payable, purchase orders, requisitions, bids and quotes.
2 Payroll, personnel, applicant tracking (8:00 AM to 8:00 PM EST)
3 Tax (8:00 AM to 6:00 PM EST)
This team also handles any accounts receivable or general billing questions.
4 Utility Billing (8:00 AM to 8:00 PM EST)
This team also handles any accounts receivable or general billing questions.

Operating System / Database:

6 ASP

This would cover any non-application requests such as setting up new users or printers, scheduling a refresh of Client's test database or restoration of Client's file.

You may press 0 at any time and be transferred to the operator. The Operator phone is answered by a receptionist between the hours of 8:00 AM and 6:00 PM EST

Escalation Procedure:

If you need to escalate a reported problem, please page/call the following people in the order shown:

Name	Title	Business Phone	Cell Phone
	Receptionist	800-772-2260	
On-Call Support: Tom Lowrie John MacVane Jason Labbe	 OS/DB Administrator Network Engineer Associate Network Engineer	 ext 4126 ext 4181 ext 4299	 207-831-5218 207-671-8347 207-229-9643
John Hill	Manager, ASP Operations	ext 4467	207-712-3765
Danelle Daley	VP, ASP Operations & Implementation - LFD	ext 4456	207-229-2688
CJ McCarron	VP, Support - Large Financial Division	ext 4124	
Dick Peterson	President - Large Financial Division	ext 4102	
Jim Hurley	VP, Sales - Large Financial Division	ext 4108	

Exclusions: Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Holiday Schedule:

Tyler will observe the following Holiday schedule. If assistance is required on a published holiday, 30 days advance notice must be given.

New Year's Day
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Day after Thanksgiving
Christmas

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Target is 80% within guidelines specified above.

If actual attainment is 79-78%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 77-75%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 75%, a credit of 5% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

8. Support Call Response for Escalated Issues:

After call is placed according to the procedures described in service level 7. Support Call Response, the Client may make an additional call to Tyler' receptionist to have the receptionist page the ASP department.

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Where target is 90%:
If actual attainment is 89-88%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 87-85%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 85%, a credit of 5% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such

correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

Where target is 100%:

If actual attainment is 99-98%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 97-95%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 95%, a credit of 5% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

9. Data or File Back-Up:

Nightly backups of the following files will be completed: live database, training database, home directories, and spool directories.

Back-up media will be cycled off-site nightly to a fireproof vault.

Target is 95% attainment.

If actual attainment is 94-93%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 90%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

C. TELECOMMUNICATIONS

Tyler is constantly measuring the speed of its network to ensure the highest level of data delivery and efficiency. At the time of execution of this Agreement, the levels in this section can not be provided by Tyler because the commitments of the Client's ISP are not known. If the Client were able to receive commitments regarding such levels from an ISP provider, Tyler and the Client will mutually agree upon the service levels in this section which shall be inserted herein and initialed by the parties.

Service	Level	Goal
Latency	Xms or less (Site specific)	90%
Packet Delivery	X% or greater (Site specific)	90%

1. Latency:

Speed is measured from the ASP network through the encryption equipment to the CLIENT VPN device.

Measurement: Data will be collected every 10 minutes during green time. Quarterly statistics will be derived from all readings taken during the quarter.

Goal: Total roundtrip latency readings of Xms or less will be divided by total readings for the quarter.

Exclusions: Delays due to customer network(s) or ISP.

2. Packet Delivery:

Packet delivery statistics will be gathered in the same manner as the latency statistics.

Goal: Packet delivery of X% or greater between the ASP server and the customer VPN.

Exclusions: Delays due to customer network(s) or ISP.

II. Force Majeure

Failure to meet service levels caused by any bona fide strikes, government priority or requisition, riots, fires, sabotage, acts of God or any other delays reasonably deemed to be beyond Tyler's control will be recognized by Client. Tyler may be relieved of responsibility of meeting service levels as stipulated in this SLA upon Client's acceptance of, with such acceptance not to be unreasonably withheld, Tyler's filing with Client a signed request that such failure to meet the aforementioned service levels be excused on the grounds of Force Majeure. Such request shall minimally include the essential details and circumstances supporting Tyler's request for relief pursuant to this section.

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-8:00pm EST Monday-Friday
Payroll/HR/Pension	8:00am-8:00pm EST Monday-Friday
Tax/Other Revenue & Collections	8:00am-6:00pm EST Monday-Friday
Utility Billing & Collections	8:00am-8:00pm EST Monday-Friday
OS/DBA	8:00am-6:00pm 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	**Greg Mehlhorn (greg.mehlhorn@tylertech.com)**	**(X4391)**
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

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Agent will provide an employee with the lowest available airfare within two hours before or after the requested departure time. If a net savings of $100 or more is possible through an alternate flight with not more than one stop, the flight with the lower fare should be accepted. Employees are encouraged to make reservations far enough in advance to take full advantage of discount opportunities.

B. Baggage Fees

Fees for checking up to two pieces of baggage will be fully reimbursed, provided they are directly related to Tyler business. Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Business use of an employee's private automobile will be reimbursed at a rate of $ .50 per mile 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.

C. Public Transportation

Taxi or airport limousine services should be considered when traveling in and around cities or to and from airports. The Company will reimburse the actual fare plus a reasonable tip (15-18%). In the case of a free hotel shuttle to the airport, a $1 tip per bag is reimbursable.

3. Lodging

Tyler's Travel Agent 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 Fairfield Inn, Hampton Inn and Holiday Inn Express. If the customer has a discount rate with a local hotel, notify Tyler's Travel Agent as soon as possible to ensure that all employees can take advantage of the rate.

4. Meals

Employee meals while on travel status are reimbursable in the form of a flat per diem rate. The reimbursement rates for individual meals are as follows:

Breakfast	$ 7.00
Lunch	12.00
Dinner	30.00
Total	$49.00

A. Overnight Travel

Employees on overnight travel status are eligible to claim all three meals on their expense report except as follows:

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 & 8:00 p.m.	Breakfast and lunch
Return after 8:00* p.m.	Breakfast, lunch and dinner

*8:00 is defined as direct travel time and does not include time taken to stop for dinner

B. Same Day Travel

Employees traveling at least 2 hours 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 8:00* p.m.

*8:00 is defined as direct travel time and does not include time taken to stop for dinner

5. 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 your 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: January 1, 2010

Exhibit 5

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

Tyler Technologies, Inc.	City of Sanibel
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____