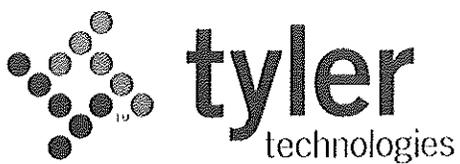ORIGINAL

TOWN OF ALLENSTOWN

REQUEST FOR PROPOSALS FOR ACCOUNTING SOFTWARE

TUESDAY, MARCH 31, 2015

Nick Haas
10 Al Paul Lane
Merrimack, NH 03054
603.595.5500
Nick.Haas@tylertech.com

tyler technologies

tyler
technologies

10 Al Paul Lane
Merrimack, NH 03054
P: 603.595.5500
F: 603.595.9960
www.tylertech.com

3/31/2015

Town of Allenstown
Finance Director
Town of Allenstown
16 School Street
Allenstown, NH 03275

Dear Diane,

Tyler Technologies, Inc. is pleased to respond to the Town of Allenstown's Request for Proposals for Accounting Software. Tyler's Infinite Visions proposal provides an extremely comprehensive response to all of the requirements outlined by the Town's RFP.

We have been in business for more than thirty years and have installed over seventeen hundred systems nation-wide. The Infinite Visions solution offers the widest breadth of products in the industry, the latest technology available, and an integrated system that can operate in diverse offices throughout a jurisdiction. More importantly, Tyler's vision and skill in executing that vision is what ultimately leads to a successful implementation and long-term solution for our customers.

A customer reference list is included and we encourage you to contact any of our customers and inquire on the quality of Tyler Technologies' Infinite Visions products and services.

Please note that certain sections of this response should be considered confidential and proprietary and are intended for the sole use of the Town of Allenstown. Confidential information includes detailed information regarding the features, functionality, and technology available from Tyler Technologies.

Thank you again for considering Tyler Technologies. Please contact Nick Haas, your Account Executive at 603.791.4028 or via email at Nick.Haas@tylertech.com if you have any questions, or if you need additional information.

Sincerely,

S. Brett Cate, C.P.A.
President
Local Government Division

The officer signing this letter is authorized by Tyler Technologies to negotiate and has signature authority to bind Tyler

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1. EXECUTIVE SUMMARY

TOWN OF ALLENSTOWN

REQUEST FOR PROPOSALS FOR ACCOUNTING SOFTWARE

EXECUTIVE SUMMARY

In response to the Town of Allenstown's RFP, Tyler Technologies is proposing its Infinite Visions solution. Our response reflects our understanding of your requirements and our ability to deliver the quality products and services you need for a successful project. Tyler's Infinite Visions solution represents the pinnacle of public sector software offering an integrated solution of comprehensive applications designed to resolve the Town's complex needs.

CHOICE

Though the Town of Allenstown will review many choices during this evaluation process, our goal is to make your choice an easy one. With Tyler, there is no need to move from vendor to vendor, solution to solution, technology to technology. Tyler's Infinite Visions solution is an integral part of a community of employees, customers, and partners who all share a passion for serving the public.

As part of that community, the Town will have access to all the tools needed to efficiently manage your operations. With the goal of being the last software company you ever choose, Tyler will work for and with you to consistently provide you with the broadest and most advanced public sector solutions available.

TYLER'S INFINITE VISIONS SOLUTION

Infinite Visions is the performance and value leader offering a highly intuitive user experience for your staff. Built on the most widely used database technology platform worldwide, Microsoft SQL Server, Infinite Visions delivers scalability, security, developer productivity, and tight integration with Microsoft Office programs such as Word, Excel, and Outlook.

- Reduce manual, redundant steps with fully integrated Financial and Human Resources modules
- Give employees anytime, anywhere access with our Employee Self-Services Web portal, iVisions
- Make better decisions with unlimited ad hoc reporting and 400+ standard reports
- Streamline processes and reduce paper management with powerful automated workflow
- Slice and dice your data with K-12's most powerful data sorting and reporting tool, SmartGrids™

LEADING GOVERNMENT-CENTRIC AUTOMATION PLATFORM

Tyler's Infinite Visions Server platform is distinguished from the competitive landscape by the fact that we develop and support 100% of our products in-house. All software development, implementation, and support services are provided solely by our in-house personnel. This has enabled us to build and evolve a software platform and ecosystem that infuses employee passion for industry-specific software automation with the front line experiences our leading customers have provided. The result of this commitment is the industry's most powerful, seamless, efficient, user-intuitive, and scalable platform for government automation.

IMPLEMENTATION APPROACH

We know that implementing a new system is not easy so we have tailored our solution to assist the Town of Allenstown in as many ways as possible from start to finish.

Our proposal provides a full range of services designed to help you get the most out of our products which includes:

- O Project Management - Using a proven implementation methodology along with years of experience working with customers just like you, our project managers will help insure your transition to the Tyler product is a success.
- O Applicable Data Conversion - With hundreds of conversions over 20 years, and staff dedicated specifically to that responsibility, Tyler Technologies has the experience and skill to effectively manage the complexities of converting data to a new technology.
- O On-Site Training - Our proposal includes training to be administered on-site at Town of Allenstown. Our trainers and managers work together to insure that any issues that require follow-up after a training session are tracked and resolved to your satisfaction.

TRAINING

At Tyler, our clients expect to receive the right training for their needs because learning the tools, benefits, and powerful functions is part of the process. It's a fact that fully trained clients who understand how to use Tyler products are able to do their jobs better, period.

Tyler offers multiple training options to fit your needs:
- O Onsite Training
- O Group Training
- O User Groups
- O Remote Training
- O Online Training Center
- O Tyler Connect

SUPPORT

The goal of the Tyler Support department is to provide expeditious technical assistance to Tyler software users in overcoming issues, understanding certain functionality, and recommending approaches to various scenarios. We strive to answer your questions quickly and accurately. Tyler offers multiple ways to contact your support personnel, as well as access to thousands of users across the country who have the experience to help you utilize the software to your greatest benefit.

- O Unlimited toll-free telephone support
- O Electronic support via email and web-based chat
- O Remote diagnostics and fixes
- O Tyler Community – Connecting you to thousands of Tyler experts
- O Online knowledgebase and FAQ documents
- O Complete documentation, linked directly from the software

COMMITMENT

At Tyler, we are uniquely qualified to meet the needs of the Town through our experience, our software, and our absolute commitment to customer satisfaction. That commitment, along with the consistent evolution of technology and software features, has resulted in a retention rate of more than 99% and long-term relationships with our users. With more than 11,000 customers, this partnership is an integral part of who we are and what we do. Our customers have a direct impact on the evolution of the software and the processes involved in implementing and supporting it.

PROTECTING YOUR INVESTMENT FOR YEARS TO COME

Tyler's "Evergreen" Development Philosophy insures that the Town will always have industry-leading functionality that utilizes current technology. As part of our annual support fee, all enhancements to our software are provided at no additional charge. This allows our users to continue to take advantage of new advances without having to relicense the software. Additionally, these enhancements are delivered in manageable upgrades that do not require a complete reimplementation of the software.

PARTNERSHIP

We want to thank the Town of Allenstown for the opportunity to respond to your Request for Proposal and for your time and consideration during the review process. At Tyler, we feel the evaluation and selection of new software should be as much about people as it is product with the ultimate decision resulting in a partnership between the customer and their chosen software provider. It is our firm belief that Tyler Technologies is uniquely qualified to be that partner and more than meet the needs outlined by the Town of Allenstown in this document. Should you agree, we look forward to progressing to the next stage in your evaluation process.

PRIMARY PROPOSAL CONTACT

SOFTWARE & SERVICES

Nick Haas
Account Executive
10 Al Paul Lane
Merrimack, NH 03054
P: 603.595.5500

2. ORGANIZATION PROFILE

TOWN OF ALLENSTOWN

REQUEST FOR PROPOSALS FOR ACCOUNTING SOFTWARE

tyler
technologies

ORGANIZATION PROFILE

Tyler Technologies, headquartered in Dallas, Texas, is a leading provider of information management solutions and services to local governments. The company provides software and services to more than 11,000 local government offices throughout all fifty United States, the U.S. Virgin Islands, Canada, Puerto Rico, and the United Kingdom. These mission-critical applications provide the public sector with the ability to streamline and automate operations resulting in improved productivity and reduced costs.

With decades of exclusive public sector experience, Tyler Technologies is the market leader that provides integrated software and services; our singular focus, subject matter experts and in-depth products result in a sustainable client partnership that delivers the industry's most comprehensive solution. We provide the industry's broadest line of software products, and offer clients a single source for all their information technology needs, in several major areas: Financial & Human Resources, K-12 School Solutions, Public Safety, Courts & Justice, Property Appraisal & Tax, Permitting & Land Management, Public Maintenance Management, Citizen Services, Land & Vital Records, and Document Management.

We are known for long-standing client relationships, functional and feature-rich products, and the latest technology. In addition to software products, Tyler provides related professional services including installation, data conversion, consulting, training, customization, support, disaster recovery, and application and data hosting.

Tyler always puts its clients first. We succeed because we take our client's success seriously, and we have a proven record of delivering superior software solutions and services. The overwhelming majority of clients are up and running on time, and within budget. Whether it's developing, enhancing, and implementing our software, or providing excellent service and client support—we succeed because our clients succeed. We want clients for life. In fact, many of Tyler's first clients, across every solution, are still clients today – some with relationships that span decades.

PUBLIC SECTOR FOCUS

Tyler Technologies' business units have provided software and services to customers for more than forty years and have long-standing reputations in the local government market for quality products

and customer service. Tyler is the largest company in the United States focused solely on providing software solutions to the public sector. While many of our competitors compete in multiple vertical markets, Tyler is singularly focused on the public sector. It's 100 percent of our business.

Tyler recognizes that the public sector is generally stable, risk averse, and craves community accessibility, security, and transparency. That is why local government and school entities seek reliable and efficient software and services from Tyler—a vendor who is professional, reputable, dedicated, and achieves results. Tyler has the experience to understand the unique requirements of the public sector, the necessary resources to invest in its products, and the ability to deliver quality services.

Tyler's expansive offering of professional services is designed to complement its software offerings and produce the optimum working environment for local government customers.
- Consulting
- Conversion
- Customization
- Training
- Live ongoing support
- Network management

FINANCIAL STABILITY

Tyler consistently maintains a solid balance sheet and strong cash flow and low debt, experiencing consistent revenue growth with 56 consecutive quarters of profitability, and a total revenue for 2014 of $416.6 million. While experiencing significant growth opportunities from an increase in staff and expanding territories, we anticipate additional product offerings and new technology will accelerate this growth substantially in the future. We believe a debt-free balance sheet, substantial cash reserves, and a committed customer base put Tyler in a great position in our industry to weather any unexpected turbulence in the economy.

2014
2013
2012
2011
2010

$493.1
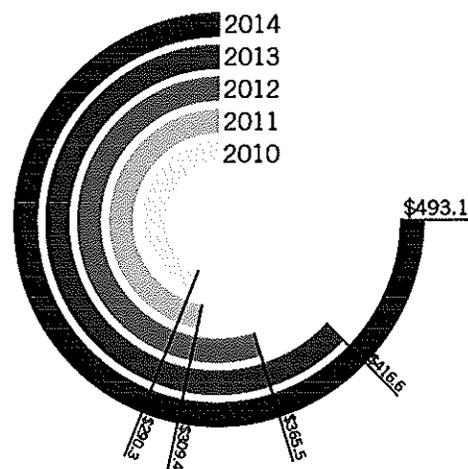
For additional revenue information please visit www.tylertech.com

INDUSTRY LEADERSHIP

Tyler strives to provide the best client services in the industry. Our products undergo testing by trained quality assurance and certified usability analysts, therefore our clients benefit from products that work logically based upon user experience and input. We also focus our implementation and support professionals on specific groups of applications so they are able to offer more specialized services.

Our commitment at Tyler is to ensure the highest level of client satisfaction through the efforts of Tyler's most valued resource: its people. We challenge our employees to pursue new initiatives aggressively and become industry leaders in their respective fields. Tyler employs over 2,500

Town of Allenstown
Request for Proposals for Accounting Software

individuals, many of whom are seasoned professionals with unique and proprietary skills and years of industry experience. In fact, our employee turnover rate is very low—in recent years, about half of the industry average.

COMPANY RECOGNITION

Tyler has again been included on Software Magazine's Software 500 ranking of the world's largest software and service providers for 2014. "We are honored to be recognized for the seventh straight year by Software Magazine," said John S. Marr Jr., president and chief executive officer of Tyler Technologies. "We have served the public sector with proven software and services for many decades and we are pleased to continue partnering with a growing portfolio of local government and school clients who rely on Tyler to help meet operational goals."

The ranking is based on total worldwide software and services revenue from the 2013 fiscal year. This includes revenue from software licenses, maintenance and support, training, and software-related services, and consulting. Suppliers are not ranked on total corporate revenue, since many have other lines of business, such as hardware. Financial information is gathered by a survey prepared by Rockport Custom Publishing, LLC. Using public documents and company input. It is published in print as well as posted online at www.softwaremag.com as both a digital edition and searchable database.

Tyler Technologies, Inc. has been named to Forbes' 2014 list of Best Small Companies in America. Company rankings are based on earnings growth, sales growth and return on equity in the past twelve months and over five years, and a comparison of a company's stock performance with that of its peers.

Tyler Technologies has also been named to the 2014 Solution Provider 500 (SP500) list by The Channel Company's CRN. The list ranks the top revenue-generating technology integrators in the U.S. and Canada whose forward-thinking approach has helped them evolve and thrive in today's cloud and services-driven IT era. The list spans eight categories from hardware and software sales, to managed IT services. Tyler Technologies has been recognized for 11 consecutive years.

These achievements point to our position at the **top of the public sector software industry** and **our commitment to our clients.** And because we are **committed to delivering the best products and services** to our clients, we are **dedicated to continually evolving** to help our valued clients meet the challenges they face every day.

INFINITE VISIONS OVERVIEW

Tyler Technologies' Infinite Visions product suite which includes the iVisions web portal are designed to help overcome the challenges that are unique to your business such as the complexity of payroll, the need for automated HR integration, fund accounting, encumbrances, mandated state and federal reporting, and grants and supplemental funding.

Infinite Visions is the performance and value leader offering a highly intuitive user experience for your staff. Built on the most widely used database technology platform worldwide, Microsoft SQL Server, Infinite Visions delivers scalability, security, developer productivity, and tight integration with Microsoft Office programs such as Word, Excel, and Outlook.

- O Reduce manual, redundant steps with fully integrated Financial and Human Resources modules
- O Give employees anytime, anywhere access with our Employee Self-Services Web portal, iVisions
- O Make better decisions with unlimited ad hoc reporting and 400+ standard reports
- O Streamline processes and reduce paper management with powerful automated workflow
- O Slice and dice your data with the industry's most powerful data sorting and reporting tool, SmartGrids™

Developed by users, the suite of Infinite Visions applications is designed to help you operate more easily and efficiently than ever before. With superior ease-of- use and powerful capabilities, Tyler's Infinite Visions tracks and reports accurate financial, human resources information and related data, fulfilling standards requirements such as GAAP, GASB, and state reporting.

The suite offers full encumbrance accounting with a state-of-the-art database, customized workflows, and a consistent, user-friendly Windows* interface.

FULLY INTEGRATED SYSTEM

Infinite Visions is an enterprise-level, fully integrated suite of applications built on the scalable Microsoft SQL Server relational database. With its single, centralized database and an intuitive user interface, Infinite Visions maximizes ease-of-use for all level of users – from basic users entering Warehouse requisitions to power users in the Finance, Payroll, and Human Resource fields.

INTEGRATED WORKFLOW

Infinite Visions has optimized workflow for improved productivity of your business practices. You can easily manage your data by designating function and data availability according to functional role, site, and individual user with Infinite Visions Distributed Accountability Centers (DACs). You'll keep sensitive data secure, and everyone will have the self-contained, logical function and data set that makes the most sense to them, helping all employees focus on their jobs more effectively.

- O Using Distributed Accountability Centers create custom views of your data according to area-defined business requirements.
- O User-defined automated email alerts based on system events
- O Email alerts to notify approvers of items awaiting their approval
- O Attachment of Notes and Documents to workflow items
- O Approvals/non-approvals and returned items are logged and tracked by date and time.
- O Unlimited approval levels

- O Approval queues available for AP Requisitions, purchase order revisions, invoices, Warehouse Requisitions, Time-keeping, Journal Entries, Budget Adjustments, Personnel Action Requests (ePARs), and Leave Requests.
- O Access to workflow available from within the application or via the iVisions Web portal
- O Ability to override the approval process (with appropriate system logging of the override)
- O Ability to view who is the next approver

SOPHISTICATED MULTI LEVEL SECURITY

With the Enterprise level Microsoft SQL Server database as its backbone, Infinite Visions has a highly tailorable, multi-level security module that can be easily scaled to meet both small and large needs. Combined with the flexible integrated workflow features, you can easily insure that the appropriate personnel have access to just the data they need to do their jobs. For example, you can:

- O Designate function and data availability by role, site, and user.
- O Designate the fiscal year(s) accessible and at what level.
- O Provide secure electronic signatures for POs and check writing.
- O Provide HIPAA conformance via Employee Maintenance and Payroll Security.
- O Finely tune your separation and delegation of duties by identifying Payroll User Roles and assigning access to employee demographic and pay information accordingly.
- O Log employee access automatically
- O Log employee payroll and demographic changes automatically.
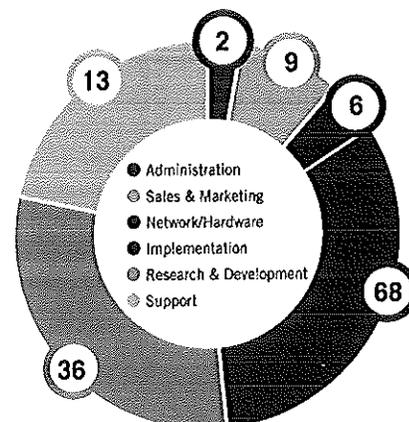
CUSTOMIZE YOUR DATABASE

Throughout Infinite Visions software are many user-defined fields and utilities for tracking custom data. You define the contents of most of the standard fields in your system so that your users can choose from valid responses specific to your needs. For example:

- O Define your own fields as free form text, drop down lists, date, or checkbox for employee records, evaluations, employee positions, fixed asset detail, vendors, Warehouse items, and ePARs.
- O You can use user-defined and/or system-assigned employee ID fields
- O Long description fields – Most fields are 25-50 characters long.
- O Customize the SmartGrids to display just the data you want for standard data display
- O Customize the contents of your reports based on your customized SmartGrids
- O Use Info-Link to create custom SmartGrids by combining just the content you need from multiple, standard SmartGrids

DEDICATED WORKFORCE

Tyler Technologies has more than 2900 employees with more than 130 of those devoted to the InfiniteVisions products and services. Employees within the InfiniteVisions family share a common enthusiasm for serving organizations in the public sector.

Tyler's training and support staff for Infinite Visions products and services includes experienced developers, installers,

- ● Administration
- ◎ Sales & Marketing
- ● Network/Hardware
- ● Implementation
- ◎ Research & Development
- ◎ Support

consultants, former faculty and city personnel, industry professionals, and certified network technicians. Their commitment to excellence, quality training, and support is second-to-none.

LGD EXPERIENCE

Tyler Technologies Local Government Solutions offer the widest breadth of products in the industry, the latest technology available, and an integrated system that can operate in diverse offices throughout a jurisdiction. More importantly, Tyler's vision and skill in executing that vision is what ultimately leads to a successful implementation and long-term solution for our customers. Our executive team consists of experienced industry leaders that keep our team moving, and making sure we are able to give you the tools to succeed.

LGD EXECUTIVE TEAM

Dustin Womble—Founder/CEO. Mr. Womble has served as CEO of Incode since its inception in 1981 assuming the additional role of Executive Vice-President for Tyler Technologies after Incode was acquired by Tyler in 1998 and is responsible for corporate-wide product strategy. He graduated Magna Cum Laude from Texas Tech University with a B.S. degree in Management Information Systems.

Brett Cate, CPA—President. Mr. Cate has served as President of Tyler's Local Government Division (LGD) offices since August of 2006. He joined Tyler in 1999 as a Product Specialist with more than 10 years of experience in the computer industry. Prior to his current position, Mr. Cate also served as Chief Operating Officer and Director of Sales and Marketing. He graduated from Lubbock Christian University with a B.S. degree in Accounting.

Sandy Peters—Executive Vice President. Mr. Peters joined LGD's Development team at Tyler Technologies in 1998 with over 25 years of experience in the computer industry. He is currently responsible for all software development and customer conversions at the LGD offices. Mr. Peters graduated from Texas Tech University with a B.S. degree in Management Information Systems.

Dane Womble—Chief Operating Officer. Mr. Womble joined Tyler in November of 1998 as a software developer with over 15 years of management, operations, and customer service experience. He has held a number of positions including Director of Client Services prior to assuming the role of Chief Operating Officer. Mr. Womble graduated from Midwestern State University in 1991 with a B.B.A. in Management Information Systems.

Janet Joiner, CPA—Executive Vice President of Finance. Ms. Joiner spent 14 years working in accounting positions for a number of businesses including a communication services company and large retail grocery chain prior to joining Tyler in December of 2002. She is responsible for managing all aspects of the accounting operations at the LGD offices including policies, procedures, and related personnel. Ms. Joiner graduated from Texas Tech University in 1989 with a B.B.A. in Accounting Management.

3. PREVIOUS PROJECT SUMMARIES

TOWN OF ALLENSTOWN

REQUEST FOR PROPOSALS FOR ACCOUNTING SOFTWARE

REFERENCES

City Name	Town of Merrimack, NH
Contact Name	Paul Micali, Finance Director
Phone #	603-424-7075
Email	pmicali@merrimacknh.gov
Address	6 Baboosic Lake Road, Merrimack, NH 03054
Products	Infinite Visions

City Name	Town of Atkinson, NH
Contact Name	Sandra Levallee, Town Accountant
Phone #	603-362-4541
Email	toabookkeeping@hotmail.com
Address	21 Academy Avenue, Atkinson, NH 03811
Products	Infinite Visions

City Name	City of Dover, NH
Contact Name	Dan Lynch, Finance Director
Phone #	603-516-6030
Email	d.lynch@dover.nh.gov
Address	288 Central Avenue, Dover, NH 03820
Products	Infinite Visions

City Name	Sullivan County, NH
Contact Name	Jesse Levine, County Manager
Phone #	603-863-2560
Email	jlevine@sullivancountynh.gov
Address	14 Main Street, Newport, NH 03773
Products	Infinite Visions

City Name	Grafton County
Contact Name	Julie Clough, County Commissioner
Phone #	603-787-6941
Email	jlclough@co.grafton.nh.us
Address	3855 Dartmouth College Highway, North Haverhill, NH 03774
Products	Infinite Visions

4. APPROACH TO WORK

TOWN OF ALLENSTOWN

REQUEST FOR PROPOSALS FOR ACCOUNTING SOFTWARE

IMPLEMENTATION

A successful implementation of Tyler products requires building a strong link between Tyler Technologies and the Town of Allenstown with designated personnel from both organizations making up a cohesive team. The team functions most effectively when all members are committed to the project and contribute equally toward its success; open and consistent communication between all team members is essential.

Tyler's staff has the experience and the expertise to organize the project and manage it properly for our customers. From the initial implementation of the Tyler software to maintenance and support long after the implementation is complete, Tyler will take responsibility for all aspects of the project. We assist with each crucial step to facilitate the change to Tyler making it as effortless as possible.

TYLER IMPLEMENTATION METHODOLOGY

Tyler will deliver its services by employing its proven methodology. Tyler's implementation process is a project roadmap that guides the project from inception to deployment, thereby increasing the chances of successfully implementing Tyler software products. Project delivery through execution of Tyler's implementation life cycle is described below.

PROVEN APPROACH

Tyler utilizes a proven staging implementation approach. A methodology of this nature is preferable because it embraces an exhaustive examination of various interdepartmental issues such as best practices, policies, and procedures, each of which must necessarily be evaluated and considered prior to implementation. Moreover, this approach ensures that process specific details are mastered prior to each subsequent stage. A formalized sign off process, defined by deliverable, is the key to a successful implementation. For multi-phase projects, such as sites that implement more than one Tyler product, the stages are repeated as necessary.

1: PLANNING & INITIATION

A successful implementation requires that we gather the information necessary to understand how your office works and to ensure that the Tyler software configuration meets all the requirements. As part of this stage, you will be asked to complete a survey and review additional information. Tyler project staff will use the information gathered from the survey to configure the new system. In addition, Tyler project staff will study your office workflow processes, forms, hardware environment, and system outputs.

STAGE 1 STEPS:

- O Kickoff Call
- O Activate Training Center
- O Acquire Legacy Data
- O Establish Communication Channels
- O Assess IT Infrastructure
- O Staff Mobilization & Allocation Plan
- O Draft Project Schedule
- O Schedule Kickoff Meeting

2: ASSESS & DEFINE

The Assess and Define stage involves onsite and offsite comprehensive business process assessment and analysis, change management assessment and systems assessment and analysis. The goal of the Assess and Define stage is to examine and analyze the Town's current business process and translate findings into a defined & documented future state process for best automating the unique processes of the Town.

STAGE 2 STEPS:
- O Complete Client Survey
- O Review Client Processes & Data
- O Identify any Custom Reports
- O Identify Standard Form Choices
- O Prepare for Onsite Work
- O Acquire Hardware
- O Modify Project Plan

3: TRAINING CONFIGURATION & TESTING

Tyler offers adaptable training solutions to meet the needs of our clients depending on various factors from facilities and budgetary constraints to staff size and geographical location. This stage assesses those needs to ensure the key individuals are trained and ready for ongoing and future changes in business process and configuration requirements. This stage also prepares the Town's data for final testing.

STAGE 3 STEPS:
- O Hardware Installation
- O Software Installation
- O Project Team Data Analysis
- O Review Data with Client
- O Onsite Delivery of Conversion
- O Configure Software
- O Prepare for End User Training

4: END USER TRAINING & ACCEPTANCE

This stage of the Tyler project is designed to facilitate maximum knowledge transfer with regard to utilizing the Tyler System. Tyler employs highly talented and specialized trainers that build adaptable training solutions geared around the needs of each business process.

STAGE 4 STEPS:

Town of Allenstown
Request for Proposals for Accounting Software

- O Train Functional Leads on System Operation
- O Conduct Initial Operational Test
- O Confirm Proper Installation
- O Test Custom Reports & Integrations
- O Conversion Issue Resolution
- O Configuration Issue Resolution

5: PRODUCTION
This stage of the Tyler project is comprised of onsite Go-Live and post production support and consultative advice immediately following the Go-Live of the Tyler software. This is also a transition period in which Tyler will transfer from the project team to the Tyler Support team.

STAGE 5 STEPS:
- O Cutover & Go-Live
- O Final Implementation
- O Transition to Support
- O Project Close-out Meeting

PROJECT MANAGEMENT APPROACH AND METHODOLOGY
Tyler Project Managers adhere to a 10 Step management philosophy to ensure that every project is successful and completed on time and on budget. Fundamental principles to this approach include the following tasks:

CLEAR DEFINITION OF PROJECT
Project Managers understand that a clearly defined and communicated Project Plan is an essential element in the deployment of "Enterprise Wide" software applications. Prior to any work or deliverable determination, Project Managers work in conjunction with each Town's corresponding project manager to clearly understand what the project will deliver, when it will be completed, who will provide the associated deliverables, how the deliverable will be accomplished, and when payment milestones occur. Upon creation, each of these elements is presented to the Town stakeholders in the form of a Project Definition Document (PDD) for thorough analysis and approval prior to project commencement.

RESOURCE MANAGEMENT
In conjunction with the work definition, Project Managers will properly schedule and budget all necessary resources to ensure deliverables and project milestones are reasonably attainable. Utilizing past project management experience and sound best business practices, Project Managers will methodically assemble a complete Project Plan represented in the form of an MS Project Plan.

SCHEDULE MANAGEMENT
Upon finalizing the work and creating the plan, Project Managers will manage the schedule and any budgetary constraints and adjustments throughout the lifecycle of the project. The Project Manager's goal is to ensure all previously communicated project deliverables and timelines are either adhered to, or that all exceptions are clearly communicated, analyzed, and properly adjusted with the Town's Project Managers or stakeholders. All projects have weekly reporting statistics and

periodically scheduled Project Manager meetings to ensure proper communication throughout the project progression.

ISSUES MANAGEMENT

An issue is essentially a problem that would impede the progress of the project. Project Managers are trained to clearly identify all issues with the associated project, log the issues, create issue resolution, and communicate on a regular basis with Town Project Managers (weekly) the updated status of all outstanding issues.

CHANGE MANAGEMENT

Essential to every implementation is the ability for Project Managers to manage project changes whether it's a scope change, configuration change, or a more simple general change. All changes are identified and immediately communicated to Client Project Managers through a prescribed change order request form which must be signed and agreed to prior to change implementation and before project plan or deliverable adjustments are performed.

COMMUNICATION MANAGEMENT

Project Managers are responsible for all project communication at each Client desired level. In conjunction with the Project Plan and with the Town, project management assistance, Tyler Project Managers will deliver a clear and concise communication plan which will identify appropriate personnel and their communication needs.

RISK MANAGEMENT

Project Managers are to identify the risk events for a project and then establish a Risk Management Plan to manage the risk event and minimize their effects on the project plan and schedule. Additional risk identification will occur throughout the project on a scheduled basis, typically monthly, or at the completion of a project deliverable or milestone.

PROJECT TEAM MANAGEMENT

Project Managers are fully responsible for the Tyler Project Team assignment, development, and training to ensure all project milestones are attainable. This includes, but is not limited to team acquisition, classes, cross-training, conflict resolution, motivation, etc.

QUALITY MANAGEMENT

First and foremost to any project is for the Project Manager and the Tyler Project Team to have a clear understanding of each of the Town's requirements and expectations. Once these have been established, the Project Manager will work to provide appropriate metrics so quality can be measured at multiple levels within the project and at project completion. It's critical to determine the Town requirements, metrics, and expectations at all levels, i.e. project management, IT, departmental, stakeholder, etc. to enable a holistic quality measurement for the project upon completion.

METRIC MANAGEMENT

Project level metrics are important and essential for Project Managers and Tyler Project Teams to accurately measure quality and drive process improvements across the board. Ultimately this

information is used to create a set of best practices and standards that are beneficial to current and future projects.

PROJECT MANAGER SELECTION

Project Managers are selected only after contracts have been signed and returned to Tyler. We believe that this is an important step to the implementation process, and would appreciate your patience as we make this crucial decision.

PROJECT TEAMS & RESPONSIBILITIES

Tyler's Project Manager oversees the entire implementation process from beginning to end, and is ultimately responsible for the overall success of the Implementation process, as well as the final hand-off to Support. The Tyler Project Manager serves as a single point of contact with the Client Project Manager. From there, the Project Manager assigns tasks to different members of the implementation team, selected based on the needs of the Town.

Additionally, the Town's employees will be responsible for certain aspects of the implementation. A Client Project Manager will be named, who will take lead on the implementation process, who will be the primary contact for the Tyler Project Manager and Implementation communication. If the Town has an in-house IT team, that team will assist Tyler's Network Team with the installation and setup of any on-site hardware. If there is no IT personnel, Tyler's Network Team can handle the setup, and assist the Town with any Network Support issues.
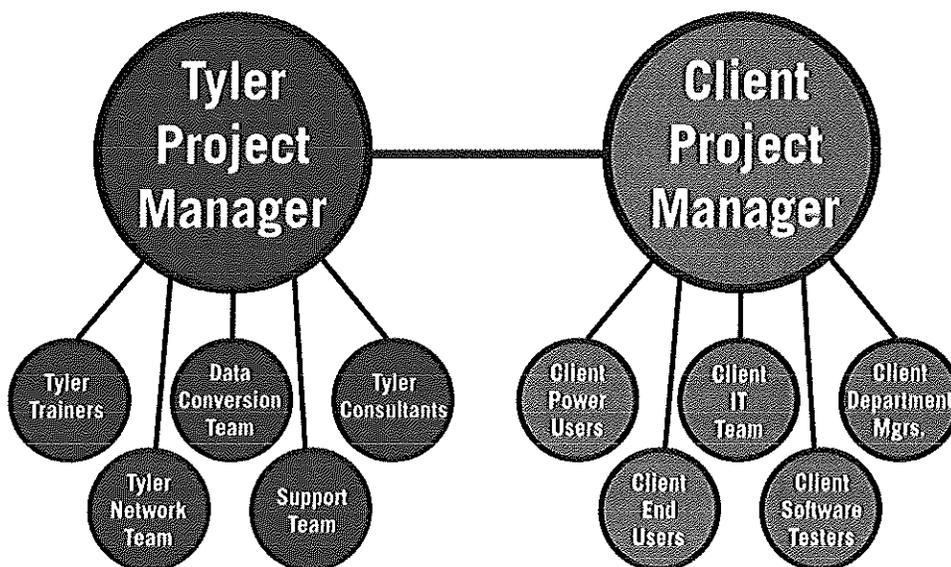
Some tasks and titles shown, for both teams, may be combined under one person or split into a small team depending on the simplicity or complexity of the Implementation.

TRAINING

Effective and complete training of the end-user is critical to the successful implementation of any new software package. Our Infinite Visions Implementation Specialists and Trainers have years of experience training users. Each class uses a structured agenda and includes hands-on training exercises to give new users the experience and confidence necessary to perform their daily tasks using Infinite Visions.

The Infinite Visions training plan will include direct training for both intensive business services and departmental users (Ex: Payroll, Human Resources, Purchasing) and for casual end users. Power users will be trained on more aspects of the system, while casual end users will be trained on relevant functions and the reporting that applies to their site.

Since the Infinite Visions software is constantly updated with new features and functions, Tyler Technologies offers periodic open enrollment training classes for each module throughout the year. This accommodates staff turnover and functional area cross-training. Update classes are offered at the Tyler office, onsite or via the Internet. Specialized training is also offered covering topics such as Calendar Year-End, Fiscal Year-End, Budgeting and new product releases.

Any training held at your offices must take place in a classroom offering a workstation with Internet connectivity per attendee, a workstation for the trainer and an overhead projector with a project screen. All classes are limited to a maximum of attendees unless agreed upon prior to the training. The number of attendees and who should be trained is finalized as part of the Implementation Meeting, as your project manager interviews each department to understand what roles are performed by which employees.

TRAINING APPROACH

Tyler Technologies believes that training and consulting services are critical to the success of your entire implementation. Inherent in our project plans is scheduling training at the appropriate time within the implementation to maximize learner outcomes, and also support an environment that allows your staff to maintain their current workload. We phase or 'layer' in training as the project progresses to build a solid foundation to support cutover milestones. In addition, each curriculum-based training class is following by consulting which reinforces the knowledge gained in class by using the system with actual data. Our training tools also support a 'sandbox' or learning environment so participants feel comfortable using and testing new features, and they are not worried about affecting their 'live' data.

Our consulting approach also ensures a significant focus on process improvement and business re-engineering to help your district maximize efficiencies and streamline workflow. This includes participation with your team in ongoing project planning as well as follow-up phases. Key drivers of Tyler's proven training and consulting approach take into account the following:

O   Tailor software to meet specific needs – We work alongside your internal team and help to tailor the software to its processes, procedures and internal controls.

- O Fully leverage the capabilities of the system – Through detailed consultations with in-depth question-and-answer sessions regarding the software, we ensure that end users take full advantage of the capabilities of the system.
- O Streamline processes for more efficient workflow – Our consulting approach examines your current business processes and may include recommendations for process re-engineering to optimize workflow.
- O Compliance with state and/or local reporting standards – We work closely with you to ensure compliance on state and local reporting requirements.

Our service proposal for Town of Allenstown includes onsite assistance with district-specific setup issues, testing and validation. Each of the areas outlined below will be thoroughly addressed:
- O Onsite assistance for software set up
- O Files and defaults set up
- O Data entry workflow and consulting
- O Set up testing and validation
- O Review accounting process
- O Review employee payroll
- O Review requisition routing
- O Review PARs routing
- O Review user security
- O Onsite assistance at critical milestones
- O First accounts payable voucher
- O First payroll
- O ACH file for direct deposit
- O General ledger and bank reconciliation
- O Reporting (federal and local)

Tyler Technologies offers a 'train-the-trainer' approach with prior approval from the Vice President of Implementation Services. We work with our clients to understand their current staffing structure, roles, experience and workload that can be dedicated to attending *instructor-based training*, and fulfilling the requirements to provide *end-user product certification*. We also take into account at what point in their implementation does this type of *instructor-based* certification take place.

SUPPORT & MAINTENANCE

Tyler is committed to providing the level of service and support that exceeds our clients' expectations and far exceeds the mediocre service that we, as consumers, have grown to accept as the industry standard. Our goal is the same as our clients' goal -- to improve the delivery of service to our patrons. After-hours support can be made available, but is usually scheduled ahead of time, and billed separately.

SUPPORT CHANNELS

Telephone Support is available Monday through Friday 6:30am-6:00pm CT, excluding holidays, via our toll-free support line. Tyler offers **Live telephone support**, which allows our customers to receive the quickest response to their inquiries, and the quickest resolutions to any problems they may come across.

The Infinite Visions Online Web Support system allows our clients to add an incident directly into our system, monitor its progress, communicate with our support staff, and review the resolution documentation. In addition to incidents submitted directly to the online tracking system, all support calls and emails are included, so that you can track all of your incidents, and remain in the loop on all communication with our staff.

Infinite Visions' In-App help takes you to an online repository for application documentation, release notes, feature/benefit descriptions, and update information. Contact information can be found in the in-app help as well, such as the toll-free telephone number, and FAQ documents.

Online Chat Support allows our clients a direct link to support representatives when there's a smaller incident or error that can be resolved quickly. Live Chat Support initiates a conversion between the Town's employees and our staff.

Infinite Visions support offers Go-To-Assist help, which allows us to see exactly what you're seeing when you have an incident that's hard to describe, or support personnel cannot replicate. By logging into your computer and seeing the issue live, our support staff has a greater opportunity to understand what you need, and can often resolve the issue quickly, while showing you how to fix or avoid the incident in the future.

Tyler Community is your direct link to information from every other Infinite Visions user as well as Tyler support staff, implementation consultants, trainers, sales personnel, and more! Our clients have the ability to ask questions, provide answers, share content, and best business practices from across the country. This is also a great way to suggest new features, review suggestions by other users, and make comments.

SUPPORT REQUIREMENTS

Before our clients are transitioned from the Implementation and Training team to Support, the Town's employees are required to be certified in the product. Going through Tyler Certification Training ensures that your employees, and new employees, go through the same training curriculum as their peers, and relieves the stress of training new employees, where only a small percentage of knowledge is transferred from person to person. This also allows our support staff to quickly and easily resolve incidents. The long-term benefits of this model include greater understanding of the product, fewer calls into support, a quick turn-around time for incident resolution, and efficient personnel turnover.

SUPPORT RESPONSE & RESOLUTION

The Infinite Visions Support team prides itself on quick and efficient response and resolution times. All software support calls are handled by Live Agents, which means that you will be connected to the next available agent, reducing the response time to an average 45 seconds to 6 minutes. Additionally, since our Support department is divided into multiple teams, such as Benefits Enrollment, Payroll & Human Resources, and General Ledger, etc., this gives you access to specific product specialists who handle calls quickly and accurately.

Some Support incidents do require development to resolve, so these types of support issues are categorized into the following basic classifications:

Priority	Incident Definition	Development Resolution	Resolution Definition
1	System is down! No one is able to login or perform any office functions.	HotFix	Emergency patch to software released as soon as possible.
2	Issue affects a large number of users, or a critical process that has no workaround. The issue is time sensitive	Patch	Regularly scheduled patch
3	Issue affects a large number of uses, or a critical process, but has a temporary workaround.	Next Release	Scheduled for the next major release.
4	Issues affect a small amount of users or workstations, and there are other stations that can perform the task.	Future Release	Not scheduled – reviewed at next planning stage.

Tyler's stated response and resolution times are not guaranteed, though our support personnel make every effort to respond in a timely manner. Goal times are calculated based on calls received, responded to, and resolved over the last year. During peak support times response and resolution times may vary from the stated goals.

TYLER SUPPORT PERSONNEL

Our support staff includes seasoned professionals with extensive product knowledge. Some also have years of experience implementing Tyler projects similar to yours, or have worked in Towns like you. During the training period, new support staff members are usually sent to client sites to "shadow" seasoned implementation specialists. This practice allows newer support staff members to learn the processes specific to our clients' procedures, workflow and business operations, to meet and work with clients in their business environments and to gain specific and general knowledge about the domain. Additionally, in-house training manuals provide uniformity of training and checklists of necessary knowledge points.

Tyler support staff, sometimes with help from a product developer, will determine whether a support issue is the result of a bug in the software, a configuration/setup issue, a network-related issue, etc., and will be managed accordingly. Configuration/setup issues will be handled by the support staff. Software bugs will be classified on a scale from minor to critical. The classification will determine how the bug is handled, e.g., a product developer will be called directly to resolve a critical bug.

Infinite Visions software support staff has immediate access to the software engineers who wrote the code for the application. Because all Infinite Visions software products are developed in-house, the line from concept to development to implementation to end user is continuous. Support staff is able to assist clients by quickly tapping into all necessary resources.

SUPPORT TRACKING & ESCALATION

Our online incident tracking system ensures that all support issues are handled in a timely manner and that no issues get left behind. Every support issue is logged and tracked in the system, whether it's entered by your staff or by Tyler support staff. All information entered into the system will provide you with a system-assigned incident number. The incident number will be used to track each incident through the support process. What's really unique is that you can request eMail notification when there is a change to a reported incident. And, even without requesting eMail notification, you can easily log into the system and check the status of an incident at any time.

The Team Leaders and Manager of Support Services monitor the status of all support incidents received during the day. In situations where the Team Leaders or Manager identify an incident that needs escalation, the Team Leader or Manager may manually escalate the incident or assign it to a specific support representative. If the software support representative cannot resolve the incident, they have several different levels of help in order to resolve the incident in a timely manner.

SOFTWARE UPDATES

Tyler has proven history of providing upgrades and enhancement releases on a continual basis, which are available to all clients. Our Evergreen Philosophy ensures that those upgrades and enhancements are provided at no cost to those current with their annual software maintenance contract.

Enhancement releases take place three or four times a year, and upgrades, patches and fixes occur every two weeks, all of which are
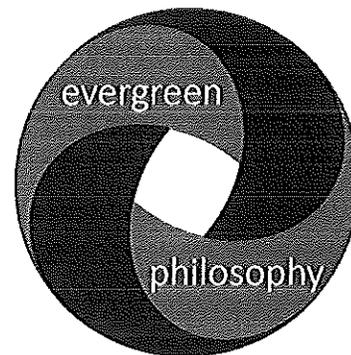
facilitated by our staff.

With over 120 professionals working with the Tyler's Infinite Visions Solution and almost half of those in Development and Implementation, we have successfully migrated many of our clients through multiple generations of software. Tyler views this software development and migration as a stewardship of your annual maintenance dollars. Those dollars are invested on behalf of our clients into new products and features, continually taking advantage of current technology.

As Tyler develops new applications, service models, and technologies, we do so from a three-dimensional, 360-degree view. Tyler's **Evergreen** philosophy means our products perpetually renew themselves. We don't abandon the old—we migrate to the new so our clients' needs are met steadily and consistently.

Infinite Visions software development is primarily driven by clients, both existing and prospective. It is our sincere hope that the Town will soon become an active participant in Tyler Community and thereby contribute to the future direction of our products' development.

5. PROPOSED SCHEDULE

TOWN OF ALLENSTOWN

REQUEST FOR PROPOSALS FOR ACCOUNTING SOFTWARE

PROJECT SCHEDULE

Upon execution of the contract, Tyler and the Town will collaborate during the project planning and initiation stage to determine a start date for services to be rendered. Upon initiation of these services, Infinite Visions shall work with the Town to collaboratively define a baseline or preliminary project schedule/plan. Given the fact that project schedules are working documents that change over the course of the project, Infinite Visions shall work closely with the Town to update, monitor, agree, and communicate any required changes to the project schedule.

Tyler has provided a sample project plan here based on the information given in Town of Allenstown's RFP.

Sample Infinite Visions Project Plan (weeks)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
1 Planning & Initiation	4 weeks																															
2 Assess & Define					5 weeks																											
2-1 Project/Communication Planning																																
2-2 Business Practice Review Survey																																
2-3 Stage Completion																																
3 Training, Configuration & Review											14 weeks																					
3-1 Software Installed and Tested																																
3-2 Data Conversion Delivered																																
3-3 Configuration Training & Consult																																
3-4 Configuration Work Completed																																
3-5 Stage Completion																																
4 End User Training and Testing																								4 weeks								
4-1 Processing Training & Consult																																
4-2 Acceptance Testing Process																																
4-3 Stage Completion																																
5 Production																												5 weeks				
5-1 Onsite Assist & Go-Live Training																																
5-2 Transition to Support																																
5-3 Project Completion																																
Change Management																																

Training

Tyler Technologies, Inc.

6. Contract Cost

Town of Allenstown

Request for Proposals for Accounting Software

CONTRACT COST

CONTRACT COST NOTES

The following price quote is based on information provided by the Town of Allenstown. This price is based on unlimited concurrent users. In addition, it includes Incode License Fees, Services, Project Management, Conversion, and estimated Travel and Expense costs.

Conversion prices may vary depending on cooperation of previous vendor and/or the complexity of converting the data. Travel expenses are estimated, however, actual expenses will be billable. The license fees listed in this Cost Summary do not include any tax or other governmental impositions including, without limitation, sales, use, or excise tax. All applicable sales tax, use tax, or excise tax shall be paid by client and shall be paid over to the proper authorities by client or reimbursed by client to Tyler Technology on demand in the event that Tyler Technology is responsible or demand is made on Tyler Technology for the payment thereof. If tax-exempt, client must provide Tyler Technology with client's tax-exempt number or form.

CONTRACT TERM

The contract term for licenses and services is perpetual and commences upon execution of the Agreement. The Professional Services Agreement remains in effect until terminated. The first annual Tyler maintenance term is effective on the earlier of (i) ninety days after use of a Tyler Software Product in live production, or (ii) one hundred eighty days from the date Tyler made the Tyler software available to Client for downloading, and will renew automatically for additional one-year terms unless terminated in writing by either party at least fifteen days prior to the end of the then-current term. Fees for subsequent years are subject to change.

ESCROW-SOURCE CODE

Tyler has established a relationship with a third party escrow company, Iron Mountain Escrow Services, who can store, maintain, and update the Incode source code. Under specific conditions or triggers spelled out in the source-code agreement, the escrow company can provide the Incode source-code directly to the Town of Allenstown. The cost for this *optional service* is a $750 fee, plus $750 annual maintenance.

Clients have the ability to enroll in this program at any time (This is an optional service and is **not** included in our Investment Summary.)

7. STANDARD TERMS & CONDITIONS

TOWN OF ALLENSTOWN

REQUEST FOR PROPOSALS FOR ACCOUNTING SOFTWARE

STANDARD TERMS & CONDITIONS

Please see the Tyler Technologies standard Terms and Conditions contract in this section of this RFP Response. Tyler Technologies is willing to negotiate contract terms to suit both parties upon award of contract.

LICENSE AND SERVICES AGREEMENT

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

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

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

SECTION A – DEFINITIONS

- "**Agreement**" means this License and Services Agreement.
- "**Business Travel Policy**" means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- "**Client**" means [CLIENT NAME].
- "**Defect**" means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- "**Developer**" means a third party who owns the intellectual property rights to Third Party Software.
- "**Documentation**" means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- "**Effective Date**" means the date on which your authorized representative signs the Agreement.
- "**Force Majeure**" means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- "**Investment Summary**" means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- "**Invoicing and Payment Policy**" means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- "**Maintenance and Support Agreement**" means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- "**Support Call Process**" means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- "**Third Party End User License Agreement(s)**" means the end user license agreement(s), if any, for the Third Party Software attached as Exhibit D.
- "**Third Party Hardware**" means the third party hardware, if any, identified in the Investment Summary.
- "**Third Party Products**" means the Third Party Software and Third Party Hardware.
- "**Third Party Software**" means the third party software, if any, identified in the Investment Summary.
- "**Tyler**" means Tyler Technologies, Inc., a Delaware corporation.

- **"Tyler Software"** means our proprietary software and related interfaces identified in the Investment Summary and licensed to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

   1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

   1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

   1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

   1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.

   1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. <u>Services</u>. We will provide you the various implementation-related services itemized in the Investment Summary. You will receive those services according to our industry-standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. We will finalize that documentation with you upon execution of this Agreement.

2. <u>Professional Services Fees</u>. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you.

3. <u>Additional Services</u>. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. <u>Cancellation</u>. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. <u>Services Warranty</u>. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. <u>Site Access and Requirements</u>. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and Third Party Products.

7. <u>Client Assistance</u>. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software Products, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software Products on a time and materials basis. In addition, you will:

    (i)   receive the lowest priority under our Support Call Process;

    (ii)   be required to purchase new releases of the Tyler Software Products, including fixes, enhancements and patches;

    (iii)   be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software Products;

    (iv)   be charged for a minimum of two (2) hours of support services for every support call; and

    (v)   not be granted access to the support website for the Tyler Software Products or the Tyler Community Forum;

SECTION E – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).

    2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

    2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

    2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with Tyler, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the fees for the license(s), products, and services in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above.

SECTION G – TERMINATION

1. For Cause. You may terminate this Agreement for cause in the event we don't cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of receiving a written notice of the alleged breach. You agree to comply with Section I(3), Dispute Resolution, prior to termination. In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

2. Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to purchase, lease, operate, or maintain the products or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. In the event of

termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees. You will not use a termination for lack of appropriations as a substitute for termination for convenience.

3. <u>Force Majeure</u>. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. <u>Intellectual Property Infringement Indemnification</u>.

   1.1 We will defend you against any third party claim(s) that the Tyler Software infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

   1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately.

   1.4 If, as a result of an infringement or misappropriation claim, your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. <u>Property Damage and Personal Injury Indemnification</u>.

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

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct.

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

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; and (d) Workers Compensation complying with applicable statutory requirements. We will add you as an additional insured and provide you with copies of certificates of insurance upon written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will meet at your office within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and

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discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. No Assignment. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that your consent is not required in the event we have a change of control.

9. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

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

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

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

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

   (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
   (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
   (c) a party receives from a third party who has a right to disclose it to the receiving party; or
   (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws Texas, without regard to its rules on conflicts of law.

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

21. <u>Contract Documents</u>. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Statement of Work

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

Tyler Technologies, Inc.   [CLIENT NAME]
Local Government Division

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Address for Notices: Address for Notices:
    Tyler Technologies, Inc.   [CLIENT NAME]
    5519 53rd Street   [CLIENT ADDRESS]
    Lubbock, Texas 79414   [CLIENT ADDRESS]
    Attention: Brett Cate   [CLIENT TITLE]

SOFTWARE SOURCE CODE ESCROW AGREEMENT
TERMS AND CONDITIONS

IN CONSIDERATION OF the terms and conditions of the Agreement and other good and valuable consideration, the parties hereto agree as follows:

ESCROW AGREEMENT. Tyler Technologies agrees to name, _____hereinafter CLIENT, as a beneficiary in accordance with the provisions of the Software Escrow Service Agreement Tyler Technologies maintains with an independent escrow service.

PRICE. CLIENT agrees to pay an initial start-up fee of $750.00, due upon execution of this agreement. Future annual payments of $750.00 will be invoiced in the month prior to the renewal date and will be due in full for this agreement to continue in effect.

SOFTWARE SOURCE CODE COVERED. This Agreement applies to all TYLER Software for which CLIENT has paid the full agreed upon price of the TYLER Software license. If CLIENT acquires additional TYLER Software in the future, such software shall also be covered by this Agreement. If CLIENT fails to pay the Escrow fee when due, Tyler Technologies shall have the right in its sole discretion to suspend its performance or terminate this Agreement.

TERM. This Agreement shall become effective on the date executed by an officer of Tyler Technologies and shall have a term beginning upon the first of the month following the installation of the TYLER Software and ending upon the last day of the month one year following that date.
A.   This Agreement will automatically renew for subsequent one year terms unless either party gives the other party at least thirty days prior written notice of its intent not to renew. Fees for subsequent years are subject to change.

PROVISIONS. As a minimum requirement, Tyler Technologies agrees to provide the following service to CLIENT through an escrow agreement:
A.   Tyler Technologies will maintain a software escrow service agreement with an independent escrow service provider.
B.   Tyler Technologies will deposit a current copy of source code for all licensed TYLER software applications and will update the deposit when a major revision of the software is released.
C.   If Tyler Technologies chooses to change the provider of the escrow service, Tyler Technologies will notify CLIENT of the name and address of the new escrow service provider.
D.   The provisions included in the escrow service agreement will include provisions for the beneficiary to receive access to the TYLER source code when the escrow service provider has received written instruction directly from Tyler Technologies, Tyler Technology's trustee in bankruptcy, or a court of competent jurisdiction and payment to the escrow service provider of the deposit copying and delivery fees, then the escrow service provider will release a copy of the deposit materials to CLIENT.

ACCEPTED BY: ACCEPTED BY:

                                                 Tyler Technologies, Inc.
_____   _____
CLIENT Name

By: _____   By: _____
Signature   Signature

_____   _____
Title   Title

_____   _____
Date   Date

INVOICING AND PAYMENT POLICY

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

Invoicing: We will invoice you for the applicable license fees, products, and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in your License and Services Agreement.

3. <u>Tyler Software.</u>

   3.1 *License Fees*: License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% ninety (90) days after the Available Download Date.

   1.2 *Maintenance and Support Fees*: Maintenance and support fees are waived through the earlier of (a) ninety (90) days after use of the Tyler Software in live production; or (b) one hundred eighty (180) days after the Available Download Date. Subsequent maintenance and support fees, at Tyler's then-current rates, are invoiced annually in advance on the anniversary of that earlier-of date.

4. <u>Professional Services.</u>

   4.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed at hourly rates and invoiced as delivered.

   4.2 *Requested Modifications to the Tyler Software*: Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.

5. <u>Other Services and Fees.</u> [as applicable]

   5.1 *System Management*: Systems Management Services are invoiced on the Available Download Date. System Management Services will renew automatically for additional one (1) year terms at our then-current System Management Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

   5.2 *Disaster Recovery Services*: Disaster Recovery Services are invoiced annually in advance upon our receipt of your data. Disaster Recovery services will renew automatically for additional one (1) year terms at our then-current Disaster Recovery fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

6. <u>Third Party Products.</u>

   6.1 *Third Party Software License Fees*: License fees for Third Party Software are invoiced when we make it available to you for downloading.

6.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

6.3 *Third Party Hardware*: Third Party Hardware costs are invoiced upon delivery.

7. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis for an administrative fee. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Maintenance and support fees are due on each anniversary of the Available Download Date. We prefer to receive payments electronically. Our electronic payment information is:

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

BUSINESS TRAVEL POLICY

1. Air Travel

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

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

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

   B. Baggage Fees
   Reimbursement of personal baggage charges are based on trip duration as follows:

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

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

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

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

   C. Public Transportation
   Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual

fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

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

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

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

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

4. Meals and Incidental Expenses
Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

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

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

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

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

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

   B.   Same Day Travel

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

*7:00 p.m. 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 an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

MAINTENANCE AND SUPPORT AGREEMENT

Tyler Technologies, Inc. will provide you with the following maintenance and support services for the Tyler Software licensed to you. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. <u>Term</u>. We provide maintenance and support services on an annual basis. The initial term commences on the earlier of (a) ninety (90) days after use of Tyler Software in live production; or (b) one hundred eighty (180) days from the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date") and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

2. <u>Maintenance and Support Fees</u>. Your initial maintenance and support fees for the Tyler Software licensed to you are listed in the Investment Summary of your Agreement. Those amounts are payable in accordance with our Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within sixty (60) days of the due date. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. <u>Maintenance and Support Services</u>. As long as you are trained and certified on the Tyler Software, and timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to conform the Tyler Software to the warranty set forth in your Agreement; provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours;

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software in order to provide maintenance and support services;

   3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   3.5 support prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. <u>Client Responsibilities</u>. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login

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account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we can't resolve a support issue remotely, we may be required to provide onsite services. In such event, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a defect in the Tyler Software); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services beyond those outlined in this section will be billed to you at our then current rates. We do not guarantee resolution of a Defect in a version of the Tyler Software Products older than one version behind the then-current release. We reserve the right to decline support calls from users who have not received the required training and certification on the Tyler Software.

6. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.

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