AGREEMENT

This agreement ("Agreement") is made this ___16th___ day of ___January___ 2013 ("Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 1 Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Allen, with offices at 305 Century Parkway, Allen, Texas 75013 ("Client") (each a "Party" or collectively the "parties"), acting by and through their respective representatives.

WHEREAS Client issued a Request for Proposal for Municipal Administrative Software System, Proposal #2013-10-1 ("RFP");

WHEREAS Tyler responded to Client's RFP with a Proposal dated December 20, 2012;

WHEREAS Client, on [INSERT DATE OF AWARD] awarded Tyler the contract for furnishing, delivering, installing, and implementing the specified System;

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

SECTION A – SOFTWARE LICENSE AGREEMENT

1. License Grant.
a) Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary") and related interfaces (collectively, the "Tyler Software Products") and Tyler user guides provided in or with the Tyler Software Products ("User Guides") for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. To the extent Client purchases MyGovPay/Virtual Pay and/or IVR, additional terms and conditions related to those applications are set forth at Exhibit 6. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Software fees in full. Upon Client's payment in full for the Tyler Software Products, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.
b) Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and User Guides.
c) The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.
d) The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer.
e) Client acknowledges and agrees that the Tyler Software Products and User Guides are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and User Guides confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or User Guides by any party; provided, however, Client may make disclosure to such employees and outside consultants as it may require, to do all things reasonably necessary to perform, only for its own use, maintenance and support of the Tyler Software Products, provided, however, that any such outside consultants are subject to confidentiality and non-disclosure provisions with regard to Tyler's intellectual property at least as restrictive as those contained herein.
f) The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation,

disassembly, translation or other reverse engineering on the Tyler Software Products.

g) Client may make copies of the Tyler Software Products for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Tyler User Guides for internal use only, utilizing the services of such employees and outside consultants as it may require, to do all things reasonably necessary to perform, only for its own use, maintenance and support of the Tyler Software Products, provided, however, that any such outside consultants are subject to confidentiality and non-disclosure provisions with regard to Tyler's intellectual property at least as restrictive as those contained herein.

h) Tyler maintains an escrow agreement with an escrow services company under which Tyler places the source code of each major release of the Tyler Software Products. At Client's request, Tyler will add Client as a beneficiary to such escrow agreement. Client will pay the annual beneficiary fee (currently $756) directly to the escrow services company and is solely responsible for maintaining its status as a beneficiary.

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

2. <u>License Fees.</u> Client agrees to pay Tyler, and Tyler agrees to accept from Client as payment in full for the license granted herein, the Software fees set forth in the Investment Summary <u>attached hereto as Exhibit 1(a) and 1(b).</u>

3. <u>Verification of the Tyler Software Products.</u>
Client shall select one (1) of the following two (2) options within thirty (30) days of installation by providing written notice to Tyler in accordance with Section E(19):

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

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

c) Verification as described herein will be final and conclusive except for latent defect, fraud, and a gross mistake that amounts to fraud. In the event verification is not final and conclusive, pursuant to this paragraph, Tyler will correct the cause thereof. In the event Tyler cannot correct the cause thereof, Client may invoke its rights under Section A (4).

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

4. <u>Limited Warranty.</u> For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the afore-mentioned documents, the then-current Tyler User Guides will control. A Tyler Software Product is "Defective" if it contains a Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3). Should Tyler be unable to cure the Defect or provide a replacement product, the County will be entitled to a refund of the Software fee paid for the Defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the earlier of two (2) years from (i) the date set forth in the mutually developed project plan (subject to change by mutual agreement) for the first

productive use of all of the Tyler Software Products ("Live Production"), unless such Live Production is postponed by Tyler's failure to perform, in which event the date for Live Production will be postponed the corresponding number of days; or (ii) the first day of Live Production of all of the Tyler Software Products,

5. Intellectual Property Infringement Indemnification.
a) Tyler's Obligations. Tyler shall defend, indemnify and hold harmless at its expense any claim/suit brought against Client to the extent it is based on an infringement claim of the Tyler Software Products, and Tyler will indemnify Client for those costs and damages finally awarded against the Client for an infringement claim of the Tyler Software Products. _Tyler duties to defend and indemnify are conditioned upon_the Client performing all of the following in connection with any claim as described herein:
      i. Promptly notifies Tyler in writing of any such claim;
      ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and
      iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.
c) Exceptions to Tyler's Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:
      i. Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the current version of the Tyler Software Product and Tyler gave notice to Client that use of a previous version of the Tyler Software product was prohibited;
      ii. Client's combining the Tyler Software Product with devices or products not provided by Tyler;
      iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;
      iv. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;
      v. Use of the Tyler Software Product by any person or entity other than Client or Client's employees or Client's contractors; or
      vi. Client's willful infringement, including Client's continued use of the infringing Tyler Software Product after Client becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder.
d) Remedy.
      i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by Client is enjoined, Tyler will, at its election:
            (a) Procure for Client the right to continue using the infringing Tyler Software Products;
            (b) Modify or replace the infringing Tyler Software Products so that it becomes non-infringing; or
            (c) Terminate Client's license for the infringing Tyler Software Product and refund to Client the Software fee paid for the infringing Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the earlier of two (2) years from (i) the date set forth in the mutually developed project plan (subject to change by mutual agreement) for the Live Production of all the Tyler Software Products, unless such Live Production is postponed by Tyler's failure to perform, in which event the date for Live Production will be postponed the corresponding number of days; or (ii) the first day of Live Production of all of the Tyler Software Products.
      ii. Except as provided in Section A 5, the foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter contained in this Section A titled "Software License Agreement".

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

interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products. Except as otherwise expressly set forth in this Software License Agreement, Tyler's liability for damages and expenses arising out of this Software License Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to two (2) times the total fees set forth in the Investment Summary and paid by Client. Such fees reflect and are set in reliance upon this limitation of liability.

SECTION B – PROFESSIONAL SERVICES AGREEMENT

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

2. <u>Professional Services Fees</u>.
a) Notwithstanding specific prices to the contrary set forth in the Investment Summary, all Consulting and Training services will be invoiced in half-day and full-day increments.
b) Verification in accordance with Section A(3)(a) will be billable to Client at the rate for Training services set forth in the Investment Summary.
c) Expenses will be billed in accordance with the then-current Tyler Business Travel Policy attached hereto as Exhibit 4. Copies of receipts will be provided to Client upon invoicing on an exception basis, in connection with an audit, or whenever Client has reason to question invoices, at no charge. Should all receipts for non per diem expenses be requested, an administrative fee of $25 per invoice will be incurred. Receipts for mileage and miscellaneous items less than five dollars ($5) are not available.

3. <u>Additional Services</u>.
a) Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then-current rates.
b) Programming and/or interface quotes are estimates based on Tyler's understanding of the specifications supplied by Client. In the event Client requires additional work performed above the specifications provided, Tyler will submit to Client an amendment containing an estimate of the charges for the additional work. Client will have thirty (30) calendar days from the date the estimate is provided to approve the amendment.

4. <u>Limitation of Liability</u>. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of the services or the use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to two (2) times the total fees set forth in the Investment Summary and paid by Client. Such fees reflect and are set in reliance upon this limitation of liability.

5. <u>Cancellation</u>. In the event Client cancels scheduled services less than two (2) weeks in advance, Client is liable to Tyler for all non-refundable expenses incurred by Tyler on Client's behalf.

6. <u>Tyler Removal of Tyler Project Manager</u>. Other than for reasons outside of Tyler's control, Tyler shall not remove or transfer a Project Manager without the prior written approval of Client, not to be unreasonably withheld. In the event that a Project Manager assigned to the project is replaced, the Client shall have reasonable participation in the selection of replacement Project Manager. If a Project Manager is replaced, the new Project Manager shall, at no cost to Client, devote sufficient time to becoming familiar with the project prior to performing services.

7. <u>Services Warranty</u>. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty,

Tyler will re-perform the services at no additional cost to Client.

SECTION C – MAINTENANCE AGREEMENT

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

2. Term of Agreement. This Maintenance Agreement is effective for an initial term beginning upon the earlier of (i) the date set forth in the mutually developed project plan (subject to change by mutual agreement) for the first productive use of that Tyler Software Product using actual Client data ("Live Production"), unless such Live Production is postponed by Tyler's failure to perform, in which event the date for Live Production will be postponed the corresponding number of days; or (ii) the first day of Live Production, which will renew automatically for additional one (1) year terms at Tyler's then-current Maintenance fees unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term. The foregoing notwithstanding, increases to the annual Maintenance fees for the Tyler Software Products set forth in Exhibit 1 will accord with the following schedule:

Year Two – Zero percent (0%) increase over Year One annual Maintenance fees;
Year Three – Two percent (2%) increase over Year Two annual Maintenance fees;
Year Four – Three percent (3%) increase over Year Three annual Maintenance fees;
Year Five – Four percent (4%) increase over Year Four annual Maintenance fees;
Year Six – Five percent (5%) increase over Year Five annual Maintenance fees;
Year Seven – Five percent (5%) increase over Year Six annual Maintenance fees;
Year Eight – Five percent (5%) increase over Year Seven annual Maintenance fees;
Year Nine – Five percent (5%) increase over Year Eight annual Maintenance fees;
Year Ten – Five percent (5%) increase over Year Nine annual Maintenance fees;

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

4. Maintenance Services Terms and Conditions. For as long as a current Maintenance Agreement is in place, Tyler shall:
a) In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3) in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products will be void.
b) Provide telephone support on the Tyler Software Products. Tyler personnel shall accept telephone calls during the hours set forth in Exhibit 3 - Support Call Process.
c) Continuously maintain a master set of the Tyler Software Products on appropriate media, a hardcopy printout of source code to the Tyler Software Products, and Tyler User Guides.
d) Maintain personnel that are appropriately trained to be familiar with the Tyler Software Products in order to provide maintenance services.

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

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

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

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

7. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of maintenance services or use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Maintenance Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to two (2) times the total fees set forth in the Investment Summary and paid by Client. Such fees reflect and are set in reliance upon this limitation of liability.

SECTION D – THIRD PARTY PRODUCT AGREEMENT

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

2. License of System Software.
a) Upon Client's payment in full of the System Software fees, Tyler shall grant to Client and Client shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for Client's internal business purposes, subject to the terms and conditions set forth herein, and utilizing the services of such employees and outside consultants as it may require, to do all things reasonably necessary to perform, only for its own use, maintenance and support of the System Software, provided, however, that any such outside consultants are subject to confidentiality and non-disclosure provisions with regard to the Developer's intellectual property at least as restrictive as those contained herein.
b) The developer of the System Software (each a "Developer", collectively "Developers") shall retain ownership of the System Software.
c) The right to transfer the System Software to a replacement hardware system is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Client shall provide advance written notice to Tyler of any such transfer.

d) Client acknowledges and agrees that the System Software and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. To the extent allowed by law, Client shall use best efforts to keep the System Software and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the System Software and related documentation by any party; provided, however, Client may make disclosure to such employees and outside consultants as it may require, to do all things reasonably necessary to perform, only for its own use, maintenance and support of the System Software, provided, however, that any such outside consultants are subject to confidentiality and non-disclosure provisions with regard to Developer's intellectual property at least as restrictive as those contained herein.

e) Client shall not perform decompilation, disassembly, translation or other reverse engineering on the System Software.

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

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

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

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

6. <u>Warranties</u>.
a) Tyler is authorized by each Developer to grant licenses or sublicenses to the System Software.
b) Tyler warrants that each System Software product will be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement, Client's title or license to each System Software product will be free and clear of all liens and encumbrances arising through Tyler.
c) Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products.
d) Tyler represents that, to the best of their knowledge, the client's use of non-Tyler software products as described and provided for in this Agreement is a legally authorized use of said software, which does not constitute infringement. The client enters into this Agreement relying on this representation.

7. <u>Maintenance</u>.
a) In the event Client elects not to purchase through Tyler maintenance services on the System Software, it will be the responsibility of Client to repair and maintain the System Software and purchase enhancements as necessary after acceptance.
b) In the event Client elects to purchase through Tyler maintenance services on the System Software, Tyler will facilitate resolution of a defect in a System Software product with the Developer.
c) In the event the Developer charges a fee for future System Software release(s), Client will be required to pay such fee.

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

SECTION E – GENERAL TERMS AND CONDITIONS

1. Exhibits. The exhibits listed below are incorporated into and made a part of this Agreement.

> Exhibit 1 - Investment Summary
> Exhibit 2 - Verification Test
> Exhibit 3 - Support Call Process (excluding EnerGov Products)
> Exhibit 4 - Business Travel Policy
> Exhibit 5 - Adobe End User License Agreement
> Exhibit 6 - MyGovPay/VirtualPay and IVR
> Exhibit 7 - Support Call Process – EnerGov Products
> Exhibit 8 – Statement of Work
> Exhibit 9 - Tyler Proposal dated December 20, 2012
> Exhibit 10 - City of Allen RFP for Municipal Administrative Software System, Proposal #2013-10-1
> Exhibit 11 - Estimated Cash Flow

In the event of conflict between parts of this Agreement, the conflict shall be resolved by adhering to the following order of precedence:

- This Agreement, inclusive of Sections A-E and Exhibits 1-8
- Exhibit 9 - Tyler Proposal dated December 20, 2012
- Exhibit 10 - City of Allen RFP for Municipal Administrative Software System, Proposal #2013-10-1
- Exhibit 11 – Estimated Cash Flow

2. Taxes. Client is tax exempt. Client will provide Tyler with Client's tax-exempt certificate.

3. Invoice Dispute.
a) In the event Client believes products or services do not conform to warranties in this Agreement, Client will provide written notice to Tyler within fifteen (15) calendar days of receipt of the applicable invoice. Client is allowed an additional fifteen (15) calendar days to provide written clarification and details. Tyler will provide a written response to Client that will include either a justification of the invoice or an adjustment to the invoice. Tyler and Client will develop a plan to outline the reasonable steps to be taken by Tyler and Client to resolve any issues presented in Client's notice to Tyler. Client may only withhold payment of the amount actually in dispute until Tyler completes its action items outlined in the plan. Notwithstanding the foregoing, if Tyler is unable to complete its actions outlined in the plan because Client has not completed its action items outlined in the plan, Client will remit full payment of the invoice.
b) Any invoice not disputed as described above will be deemed accepted by Client. Tyler reserves the right to suspend delivery of all services in the event Client fails to pay an invoice not disputed as described above within sixty (60) calendar days of receipt of invoice.

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

Force Majeure will not be allowed unless:

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

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

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

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

5. Indemnification.

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

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

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

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

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

In the event the Dispute Resolution Group fails to resolve the dispute as set forth above, the dispute may but is not required to be referred to non-binding mediation. Either party may assert its other rights and remedies under

this Agreement within a court of competent jurisdiction prior to any Dispute Resolution Group efforts.

All meetings and discussions of the Dispute Resolution Group will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 or any similar applicable state rule.

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

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

9. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Client's state of domicile. Exclusive venue for any action shall be in the state district court of Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

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

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

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

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

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

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

15. Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the

termination notice. Client will not be entitled to a refund or offset of previously paid license and other fees.

16. Approval of Governing Body. Client represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon Client.

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

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

19. Notices. All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:
1) Actually received,
2) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
3) Upon receipt by sender of proof of email delivery, or
4) If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.
Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Tyler Technologies, Inc.   City of Allen
1 Cole Haan Drive   305 Century Parkway
Yarmouth, ME 04096   Allen, TX 75013
Attention: Contracts Manager   Attention: [please provide contact name]

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

21. Insurance.
   (a)   Tyler shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Tyler's performance of services pursuant to this Agreement with a minimum combined single limit of not less than $1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Tyler, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than $1000,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Tyler's employees involved in the provision of services under this Agreement with policy limit of not less than $1000,000.00; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than $1,000,000.00 per claim and $1,000,000.00 in the aggregate.

   (b)   All policies of insurance shall be endorsed to provide the following provisions: (1) name the Client, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for written notice to the Client for cancellation or non-renewal of the insurance in accordance with

the policies; and (3) provide for a waiver of subrogation against the Client for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the Client that indicates the insurance company will provide to the Client at least a thirty (30) prior written notice for cancellation, non-renewal, and/or material changes of the policy. The Tyler shall provide written notice to the Client of any material change of or to the insurance required herein.

(c)   All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

(d)   A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon written request by the Client.

22. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that to the extent allowed by law, it shall not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement for a period of two (2) years. This obligation of confidentiality will not apply to information that:
a) At the time of the disclosure is in the public domain;
b) After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
c) A party can establish by reasonable proof was in that party's possession at the time of disclosure;
d) A party receives from a third party who has a right to disclose it to that party; or
e) Is subject to Freedom of Information Act requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

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

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

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

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

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

28. Payment Terms. Tyler will submit invoices according to the following Payment Schedule.

License Fees.
Tyler will invoice 25% of the Tyler Software Product license fees for all phases ($182,562) upon execution of the Agreement.

Tyler will invoice 60% of the Phase 1 Tyler Software Product license fees ($215,711), and 100% of the Tyler Unlimited Client Access license fees ($31,000), upon the earlier of (i) the date set forth in the mutually developed project plan (subject to change by mutual agreement) which provides for Client signoff (see WBS 2.4.2) for the commencement of implementation services for Phase 1 (either consulting or training services for Phase 1 (Phase 1 Commencement), unless such Phase 1 Commencement is postponed by Tyler's failure to perform, in which event the date for Phase 1 Commencement will be postponed the corresponding number of days; or (ii) the first day of Phase 1 Commencement.

Tyler will invoice 60% of the Phase 2 Tyler Software Product license fees ($39,457) upon the earlier of (i) the date set forth in the mutually developed project plan (subject to change by mutual agreement) which provides for Client signoff (see WBS 2.4.2) for the commencement of implementation services for Phase 2 (either consulting or training services for Phase 2 (Phase 2 Commencement), unless such Phase 2 Commencement is postponed by Tyler's failure to perform, in which event the date for Phase 2 Commencement will be postponed the corresponding number of days; or (ii) the first day of Phase 2 Commencement.

Tyler will invoice 60% of the Phase 3 Tyler Software Product license fees ($32,951) upon the earlier of (i) the date set forth in the mutually developed project plan (subject to change by mutual agreement) which provides for Client signoff (see WBS 2.4.2) for the commencement of implementation services for Phase 3 (either consulting or training services for Phase 3 (Phase 3 Commencement), unless such Phase 3 Commencement is postponed by Tyler's failure to perform, in which event the date for Phase 3 Commencement will be postponed the corresponding number of days; or (ii) the first day of Phase 3 Commencement.

Tyler will invoice 60% of the Phase 4 Tyler Software Product license fees ($90,578) upon the earlier of (i) the date set forth in the mutually developed project plan (subject to change by mutual agreement) which provides for Client signoff (see WBS 2.4.2) for the commencement of implementation services for Phase 4 (either consulting or training services for Phase 4 (Phase 4 Commencement), unless such Phase 4 Commencement is postponed by Tyler's failure to perform, in which event the date for Phase 4 Commencement will be postponed the corresponding number of days; or (ii) the first day of Phase 4 Commencement.

Tyler will invoice 60% of the Phase 5 Tyler Software Product license fees ($59,452) upon the earlier of (i) the date set forth in the mutually developed project plan (subject to change by mutual agreement) which provides for Client signoff (see WBS 2.4.2) for the commencement of implementation services for Phase 5 (either consulting or training services for Phase 5 (Phase 5 Commencement), unless such Phase 5 Commencement is postponed by Tyler's failure to perform, in which event the date for Phase 5 Commencement will be postponed the corresponding number of days; or (ii) the first day of Phase 5 Commencement.

Tyler will invoice 15% of the Phase 1 Tyler Software Product license fees, 15% of the Phase 2 Tyler Software Product license fees, 15% of the Phase 3 Tyler Software Product license fees, 15% of the Phase 4 Tyler Software Product license fees, and 15% of the Phase 5 Tyler Software Product license fees ($109,537) upon the earlier of (i) the date set forth in the mutually developed project plan (subject to change by mutual agreement) which provides for Client signoff (see WBS 2.4.2) for the first productive use of the Phase 5Tyler Software Products using actual City data ("Phase 5 Live Production"), unless such Phase 5 Live Production is postponed by Tyler's failure to perform, in which event the date for Phase 5 Live Production will be postponed the corresponding number of days; or (ii) the first day of Phase 5 Live Production.

Hardware Fees.

Tyler shall invoice Client the BMI Hardware fees of $25,725 upon delivery of such BMI Hardware (see WBS 2.4.2 for agreed upon delivery dates).

Tyler shall invoice Client the Secure Signature System Hardware fees of $1,650 upon delivery of such Secure Signature System Hardware (see WBS 2.4.2 for agreed upon delivery dates).

Maintenance Fees.

Tyler shall invoice Client $6,200 upon the earlier of (i) the date set forth in the mutually developed project plan (subject to change by mutual agreement) which provides for Client signoff (see WBS 2.4.2) for the commencement of implementation services for Phase 1 (either consulting or training services for Phase 1 (Phase 1 Commencement), unless such Phase 1 Commencement is postponed by Tyler's failure to perform, in which event the date for Phase 1 Commencement will be postponed the corresponding number of days; or (ii) the first day of Phase 1 Commencement.. Such sum equals 100% of the year 1 maintenance fee for Tyler Unlimited Client Access.

Tyler will invoice Client for the year 1 software maintenance fees for each Tyler Software Product beginning upon the earlier of (i) the date set forth in the mutually developed project plan (subject to change by mutual agreement) which provides for Client signoff (see WBS 2.4.2) for the first productive use of that Tyler Software Product using actual City data ("Live Production"), unless such Live Production is postponed by Tyler's failure to perform, in which event the date for Live Production will be postponed the corresponding number of days; or (ii) the first day of Live Production. Subsequent annual Maintenance fees for each Tyler Software Product will be due annually thereafter. Year 1 Phase 1 Maintenance Fees are $74,786; Year 1 Phase 2 Maintenance Fees are 13,374, Year 1 Phase 3 Maintenance Fees are $11,169, Year 1 Phase 4 Maintenance Fees are $30,193, Year 1 Phase 5 Maintenance Fees are 20,344.

Services Fees and Travel Expenses.

Tyler shall invoice Client for Conversion fees upon Client acknowledgement of loading of converted legacy system data into live environment (automatic electronic notification), by conversion option (See Detailed Breakdown of Conversions in the Investment Summary).

Payment milestones for:

Service Type	Cost
Munis Implementation Days	$287,875.00
Munis Project Planning Services	$11,000.00
Munis MISC 10 Implementation Days	$11,750.00
Munis 10 NTE Implementation Days	$11,750.00
Munis Admin & Security	$4,700.00
EnerGov Professional Services	$84,600.00
EnerGov Onsite Training & Production Support	$9,987.50
EnerGov Report Development	$9,987.50
Total	**$ 431,650.00**

Phase	WBS	Description	Milestone Amount

1	2.4.2	Client Acceptance of Phase Schedule - Project Planning Services	$ 11,000.00
1	3.5.2	Chart of Accounts Design Acceptance	$ 26,613.75
1	4.13.2	Client authorization to Proceed to Static Environment Test (SET)	$ 35,485.00
1	5.5.5	Authorization to Proceed to Training	$ 44,356.25
1	6.5.2	Authorization to Proceed to Live Preparation	$ 26,613.75
1	7.5.2	Client Sign-off to Begin Live Processing	$ 26,613.75
1	9.3.1	Authorization to Proceed to Phase Closure	$ 17,742.50
2	4.13.2	Client authorization to Proceed to Static Environment Test (SET)	$ 9,870.00
2	5.5.5	Authorization to Proceed to Training	$ 9,870.00
2	6.5.2	Authorization to Proceed to Live Preparation	$ 12,337.50
2	7.5.2	Client Sign-off to Begin Live Processing	$ 12,337.50
2	9.3.1	Authorization to Proceed to Phase Closure	$ 4,935.00
3	4.13.2	Client authorization to Proceed to Static Environment Test (SET)	$ 7,050.00
3	5.5.5	Authorization to Proceed to Training	$ 9,400.00
3	6.5.2	Authorization to Proceed to Live Preparation	$ 11,750.00
3	7.5.2	Client Sign-off to Begin Live Processing	$ 11,750.00
3	9.3.1	Authorization to Proceed to Phase Closure	$ 7,050.00
4	4.13.2	Client authorization to Proceed to Static Environment Test (SET)	$ 15,686.25
4	5.5.5	Authorization to Proceed to Training	$ 20,915.00
4	6.5.2	Authorization to Proceed to Live Preparation	$ 26,143.75
4	7.5.2	Client Sign-off to Begin Live Processing	$ 26,143.75
4	9.3.1	Authorization to Proceed to Phase Closure	$ 15,686.25
5	4.13.2	Client authorization to Proceed to Static Environment Test (SET)	$ 6,345.00
5	5.5.5	Authorization to Proceed to Training	$ 8,460.00
5	6.5.2	Authorization to Proceed to Live Preparation	$ 10,575.00
5	7.5.2	Client Sign-off to Begin Live Processing	$ 8,460.00
5	10.3.1	Client Project Manager Sign-off of Project Closure	$ 8,460.00
Total			**$ 431,650.00**

Tyler shall invoice a 50% deposit for the Modification for Adding Attachments Personal Info (total cost - $3,300) and the Modification for PO Receiving by Quantity (total cost - $11,000) upon delivery of specifications for each modification and 50% upon delivery of each modification. Tyler will perform a modification upon receipt of written notice to proceed from Client. Client will have thirty (30) days from delivery of a modification to test such modification. In the event Client does not report an issue with such modification to Tyler within such thirty (30) day period, the modification will be deemed in compliance with the specifications.

Tyler shall invoice Client fees for AP/PR Check Recon Import ($1,000) as provided.

Tyler shall invoice Client fees for AP Positive Pay Export Format ($3,000) as provided.

Tyler shall invoice Client fees for Installation for New Server and Addl Server ($12,000) as provided.

Tyler shall invoice Client fees for P-Card Import Format W/Encumbrances ($15,000) as provided.

Tyler shall invoice Client fees for PR Positive Pay Export Format ($3,000) as provided.

Tyler shall invoice Client fees for Tyler Forms Library - Financial/General Billing ($5,300) as provided – see WBS 6.5.1.

Tyler shall invoice Client fees for Tyler Forms - Personal Action ($1,200) as provided – see WBS 6.5.1.

Tyler shall invoice Client fee for Tyler Forms Library – Payroll ($1,400) as provided – see WBS 6.5.1.

Tyler shall invoice Client fees for Tyler Forms Library Utility Billing ($5,000) as provided – see WBS 6.5.1.

Tyler shall invoice Client fees for Tyler Forms Processing Configuration ($3,000) as provided – see WBS 6.1.3.

Tyler shall invoice Client fees for Tyler Forms Work Order/Pick Ticket Library - 4 Forms ($2,800) as provided – see WBS 6.5.1.

Tyler shall invoice Client fees for Tyler PO Distribution - Level 4 ($2,500) as provided – see WBS 6.1.3.

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

Prices in the Investment Summary include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy. A detailed summary of Tyler's current Business Travel Policy is attached hereto and incorporated herein as Exhibit 4. Travel Expenses will be billed up to the amount not to exceed $198,054 based on the scope of services in the Statement of Work. Notwithstanding the foregoing, if force majeure or catastrophic events occur beyond the reasonable control of Tyler and without fault or negligence of Tyler, the parties agree to negotiate in good faith additional travel expenses to be paid to Tyler.

Performance Bond
Tyler shall invoice Client $29,400 upon execution of the Agreement for the initial premium of the performance bond. The initial premium for the performance bond ($29,400) covers a two (2) year period commencing from the Effective Date of the Agreement. If the Client wishes to renew the performance bond, there will be an additional premium due at the time of renewal.

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

Exhibit 11 - Estimated Cash Flow attached to this Agreement is a payment/cash flow estimate. In the event of a conflict between this Section E.28 of the Agreement and Exhibit 11 - Estimated Cash Flow, this Section E.28 of the Agreement shall prevail.

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

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

ABA: 121000248

Account: 4124302472

Beneficiary: Tyler Technologies Inc. – Operating

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

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

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

Tyler Technologies, Inc.
ERP and Schools Division

By:_____

Name:_____Richard E. Peterson Jr_____

Title:_____President_____

Date:_____12-31-13_____

City of Allen

By:_____

Name:_____Peter H. Vargas_____

Title:_____City Manager_____

Date:_____1-6-14_____