

RESOLUTION NO. 11-920

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A CONTRACT WITH TYLER TECHNOLOGIES FOR THE PURCHASE AND IMPLEMENTATION OF A FINANCIAL MANAGEMENT ENTERPRISE SYSTEM, IN AN AMOUNT NOT TO EXCEED \$225,000.00; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 3, 2011, the Town of Miami Lakes issued RFP No. 2011-10 for purchase and implementation of a Financial Management Enterprise Permitting System; and

WHEREAS, the Town met with, reviewed or was provided presentations by four (4) different vendors; and

WHEREAS, the Town's current accounting system does not meet the needs of a government entity, and consist of numerous, non-integrated disparate functions, including some manual functions, all maintained by the staff, which is time consuming, expensive, and inefficient and requires additional time and expense; and

WHEREAS, a new financial management system will be time and cost efficient, and will result in efficiencies through all integrated levels; and

WHEREAS, the sole respondent to RFP No. 2011-10, Tyler Technologies, estimated expenses including software licensing (\$130,000), data conversion (\$14,800), project management support (\$4,000), training for staff (\$69,550) and optional components as enhancements (\$72,600); and

WHEREAS, the Tyler Technologies proposal will be reviewed in depth, and from a technical cost perspective, as to what the Town needs, as opposed to optional components that are deemed an enhancement to operations, but not an immediate requirement; and

WHEREAS, the Town Council desires to approve the award of the Financial Management Enterprise System Contract and to authorize the Town Manager to execute a contract with Tyler Technologies for the purchase and implementation of a financial management enterprise system, in an amount not to exceed \$225,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of the Contract. The Town Council hereby approves the contract with Tyler Technologies for the purchase and implementation of a Financial Management Enterprise System.

Section 3. Authorization of Town Manager. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contract.

Section 4. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Contract, including \$100,000 in the Capital Project Fund, and up to \$125,000 from the Non-Departmental Contingency Reserve.

Section 5. Execution of the Contract. The Town Council authorizes the Town Manager to execute a contract with Tyler Technologies for the purchase and implementation of the Financial Management Enterprise System, in an amount not to exceed \$225,000.00.

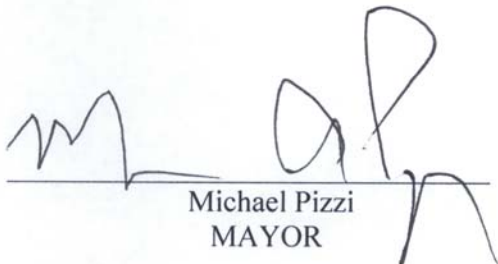
Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 12 day of July, 2011.

Motion to adopt by Councilmember Collins, second by Councilmember Daubert.

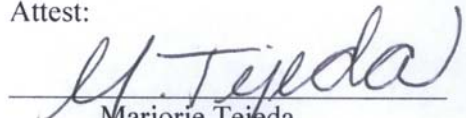
FINAL VOTE AT ADOPTION

Mayor Michael Pizzi	<u>Yes</u>
Vice Mayor Nick Perdomo	<u>Absent</u>
Councilmember Mary Collins	<u>Yes</u>
Councilmember Tim Daubert	<u>Yes</u>
Councilmember Nelson Hernandez	<u>Yes</u>
Councilmember Ceasar Mestre	<u>Absent</u>
Councilmember Richard Pulido	<u>Yes</u>



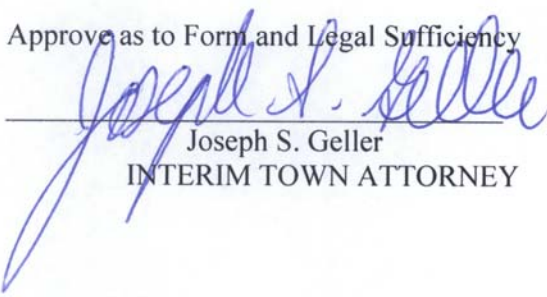
Michael Pizzi
MAYOR

Attest:



Marjorie Tejeda
TOWN CLERK

Approve as to Form and Legal Sufficiency



Joseph S. Geller
INTERIM TOWN ATTORNEY

AGREEMENT

This agreement ("Agreement") is made this 24th day of October 2011 ("Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 370 U.S. Route 1, Falmouth, Maine 04105 ("Tyler") and the Town of Miami Lakes, a political subdivision of the State of Florida, having its principal offices at 15150 NW 79th Court, Suite 100, Miami Lakes, Florida 33016 ("Client").

WHEREAS Client issued a Request for Proposal on June 3, 2011 for the purpose of acquiring a Financial Management Enterprise System ("Systems");

WHEREAS Tyler responded to Client's Request for Proposal with a Proposal dated July 1, 2011 whereby Tyler offered to provide software licensing, services and maintenance to implement a financial management enterprise system for the Client;

WHEREAS Client, on October 24, 2011 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 on the schedules herein.

SECTION A – SOFTWARE LICENSE AGREEMENT

1. License Grant.

- a) Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary") and related interfaces (collectively, the "Tyler Software Products") and Tyler user guides provided in or with the Tyler Software Products ("User Guides") for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Software fees in full. Upon Client's payment in full for the Tyler Software Products, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.
- b) Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and User Guides.
- c) The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date. For the purposes of this section, it is understood and agreed that the Client may utilize the Tyler Software Products for foundations, non-profits or similar charitable entities controlled by the Client and operating under the Client's charter.
- d) The right to transfer the Tyler Software Products to replacement hardware systems is included in this Agreement, provided however, that the Client may only utilize a single production instance of the Tyler Software Products at any given time. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer at Tyler's then current published rates. 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, subject to the provisions of Section E(22).
- 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. For the purposes of this section, modifications shall mean actual modification of Tyler software code and does not include Client customizations such as set-up of user defined fields.

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

h) 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 \$700) 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 Manger is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Management software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

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

3. Verification of the Tyler Software Products.

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 Article 19 of Section E:

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) Without limiting any rights the Client has pursuant to Section 4, *infra*, 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 Article 4 Limited Warranty of Section A - Software License Agreement.

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

4. Limited Warranty. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the aforementioned documents, the functional descriptions will control for a period of one (1) year and thereafter the then-current Tyler User Guides will control. A Tyler Software Product is "Defective" if it contains a Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3). Should Tyler be unable to cure the Defect or provide a replacement product having substantially similar features and functions, Client will be entitled to a refund of the Software fee paid for the Defective Tyler Software

Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date, which will be Client's sole remedy should Tyler be unable to cure the Defect or provide a replacement product. Nothing herein shall be construed to limit the Client's ability to claim that any remaining modules are rendered defective by virtue of the loss of such defective module.

5. Intellectual Property Infringement Indemnification.

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

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

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

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

- i. Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the current version of the Tyler Software Product;
- ii. Client's combining the Tyler Software Product with devices or products not provided by Tyler;
- iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;
- iv. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;
- v. Use of the Tyler Software Product by any person or entity other than Client or Client's employees; or
- vi. Client's willful infringement, including Client's continued use of the infringing Tyler Software Product after Client becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder and a replacement product having substantially similar features and function was made available.

d) Remedy.

i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by Client is enjoined, Tyler will, at its election:

- (a) Procure for Client the right to continue using the infringing Tyler Software Products;
 - (b) Modify or replace the infringing Tyler Software Products so that it becomes non-infringing;
- or

(c) Terminate Client's license for the infringing Tyler Software Product and refund to Client the Software fee paid for the infringing Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date, provided, however that nothing herein shall be construed to limit the Client's ability to claim that any remaining modules are rendered defective by virtue of the loss of such defective module.

ii. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

6. Limitation of Liability. In no event will Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the

Tyler Software Products. Except as otherwise expressly set forth in this Software License Agreement, Tyler's liability for damages and expenses arising out of this Software License Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of Software fees set forth in the Investment Summary and paid by Client. Such License fees reflect and are set in reliance upon this limitation of liability.

SECTION B – PROFESSIONAL SERVICES AGREEMENT

1. Services. Tyler shall provide the services set forth in the Investment Summary at Client's election, including Consulting, Training, Conversion, and other miscellaneous Services and Client shall make payment to Tyler for such Services as provided herein.

2. Professional Services Fees.

- a) Notwithstanding specific prices to the contrary set forth in the Investment Summary, all Consulting and Training services will be invoiced in half-day and full-day increments.
- b) Verification in accordance with Article 3 Verification of the Tyler Software Products (a) of Section A - Software License Agreement will be billable to Client at the rate for Training services set forth in the Investment Summary.
- c) Payment is due within thirty (30) calendar days of invoice receipt or as provided by the applicable Florida Prompt Pay Act.
- d) Expenses will be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices provided that daily meal allowances shall not exceed those mandated by Florida statute. Copies of receipts will be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee will be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available.

3. Additional Services.

- a) Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then-current rates.
- 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.
- c) Tyler shall not render any additional Services and Client shall have no obligation to remit payment for the same, unless by mutual agreement in the form of written amendment hereto.
- d) No additional Services shall be provided without approval of the Client Designated Representative.

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

5. Cancellation. In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the canceled services if Tyler is unable to re-assign its personnel up to maximum of 1 week worth of such expenses. Tyler shall use best efforts to reassign personnel and mitigate losses arising hereunder.

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

7. Designated Client Representative. The Client shall designate a representative ("Client Designated Representative"), who shall also serve as the Client's project manager. The initial Client Designated Representative shall be the Town Manager, Alex Rey, or a designee who may be appointed by the Town Manager from time to time.

SECTION C – MAINTENANCE AGREEMENT

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

2. Term of Agreement. This Maintenance Agreement is effective on installation of the Tyler Software Products and will remain in force for an initial one (1) year term, which will renew automatically for additional one (1) year terms at Tyler's then-current Maintenance fees unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term. The foregoing notwithstanding, increases to the annual Maintenance fees for the Tyler Software Products set forth in Exhibit 1 will accord with the following schedule: Not exceeding 5% of the previous year's undiscounted maintenance fees in years two through 5. Provided that the Client pays annual Maintenance Fees and is otherwise not in breach of this Agreement, Tyler will provide maintenance on the Tyler Software Products for a period of not less than 7 years from the Effective Date.

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 Article 5 of Section C Maintenance Agreement, 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 (subject to the distinction in Section A(1)(f) regarding customizations) the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products will be void.
- b) Provide telephone support on the Tyler Software Products. Tyler personnel shall accept telephone calls during the hours set forth in Exhibit 3 - Support Call Process.
- c) Continuously maintain a master set of the Tyler Software Products on appropriate media, a hardcopy printout of source code to the Tyler Software Products, and Tyler User Guides.
- d) Maintain personnel that are appropriately trained to be familiar with the Tyler Software Products in order to provide maintenance services.
- e) Provide Client with all releases Tyler makes to the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler annual Maintenance Agreement. Third Party Products; and installation, Consulting and Training services related to the new releases will be

provided to Client at Tyler's then-current rates. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification.

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

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

6. Client Responsibilities.

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

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

7. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of maintenance services or use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Maintenance Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the Maintenance fees paid to Tyler during the twelve (12) months prior to the claim. Such Maintenance fees reflect and are set in reliance upon this limitation of liability. Nothing contained in this paragraph 7 shall be construed to limit any other cause of action or claim that the Client may have under the applicable License or Professional Services agreements.

SECTION D – THIRD PARTY PRODUCT AGREEMENT

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

2. License of System Software.

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

b) The developer of the System Software (each a "Developer", collectively "Developers") shall retain ownership of the System Software.

c) The right to transfer the System Software to replacement hardware system(s), provided that only a single production instance of the System Software may be utilized at any given time, is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Client shall provide advance written notice to Tyler of any such transfer.

d) Client acknowledges and agrees that the System Software and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. Client shall use best efforts to keep the System Software and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the System Software and related documentation by any party, subject to E22.

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

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

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

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

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

6. Warranties.

a) Tyler is authorized by each Developer to grant licenses or sublicenses to the System Software, including, but not limited to Tyler Client Unlimited Access software, and the Adobe software.

b) Tyler warrants that each Third Party 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 Third Party 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 that Tyler may receive from the Developer or supplier of the Third Party Products.

d) Tyler warrants that as of the Effective Date, the Tyler Software Products are compatible to and integrate with, the Third Party Products.

e) Tyler warrants that for a period of 5 years from the Effective Date the Tyler Software Product "Tyler Forms Processing" will be compatible with the Adobe software which license is being conveyed to Client as part of this Agreement or a suitable replacement product.

7. Maintenance.

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

b) In the event Client elects to purchase through Tyler maintenance services on the System Software, Tyler will facilitate resolution of a defect in a System Software product with the Developer. In the event a defect cannot be corrected or a replacement product having substantially similar features and functions provided, Client will be entitled to a refund of the Software fee paid for the defective Third Party Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date, which will be Client's sole remedy Third Party Products. Nothing herein shall be construed to limit the Client's ability to claim that any remaining modules are rendered defective by virtue of the loss of such defective Third Party Product.

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

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

interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Third Party Products. Tyler's liability for damages and expenses arising out of this Third Party Product Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the License Fee/Purchase Price of the Third Party Products paid by Client. Such prices are set in reliance upon this limitation of liability.

SECTION E – GENERAL TERMS AND CONDITIONS

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

2. Invoice Dispute.

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

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

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

Force Majeure will not be allowed unless:

a) Within ten (10) business days, if reasonably practicable, 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, if reasonably practicable, 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, both parties acknowledge that the implementation of the Tyler Software Products is a cooperative

process requiring the time and resources of Tyler and Client personnel. Both parties shall, and shall cause their personnel to, use all reasonable efforts to cooperate with and assist the other party as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation. Neither party shall 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 the other to provide such cooperation and assistance (either through action or omission).

4. Indemnification.

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

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

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

- a) Each party shall appoint one (1) person to act as an impartial representative. The appointed individual will be of sufficient knowledge and experience to understand and deal with the dispute but will not be a person assigned to the project. The set of four (4) individuals consisting of Tyler's Project Manager for this project, Client's Project Manager for this project, and the two (2) appointees is called a Dispute Resolution Group.
- b) The Dispute Resolution Group shall convene no later than twenty-one (21) calendar days after the expiration of the thirty (30) calendar day period referenced above and shall meet for a maximum of four (4) four (4) hour sessions during the subsequent four (4) business days, unless otherwise mutually agreed. Any resolution will be in writing and signed by both parties. Such resolution will constitute a binding amendment to the Agreement.

In the event the Dispute Resolution Group fails to resolve the dispute as set forth above, the dispute will be referred to non-binding mediation. Thereafter, either party may assert its other rights and remedies under this Agreement within a court of competent jurisdiction.

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

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

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

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

state of domicile.

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

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

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

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

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

14. Termination. Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client. Upon such termination, Client shall pay Tyler for all services and expenses not in dispute and non-Defective Tyler Software Products which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process. In the event of termination hereunder, the Client shall retain any License for software for which the license fees have been paid in full subject to the limitations and restrictions contained in Section A of this Agreement.

15. Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice that have not already been paid for by Client. 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 or similar carriers authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.

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

Tyler Technologies, Inc.
370 US Route 1
Falmouth, ME 04105
Attention: Contracts Manager

Town of Miami Lakes
15150 NW 79th Court, Suite 100
Miami Lakes, FL 33016
Attention: _Alex Rey

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

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

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

Client shall be named as additional insured on Tyler's Commercial General Liability policy for the duration of Client's implementation.

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

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

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

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

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

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

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

28. Payment Terms.

a) Tyler shall invoice Client \$14,520.00 upon the Effective Date. Such amount equals 25% of the Software fees.

b) Tyler shall invoice Client \$33,790.00 when Tyler has made the Tyler Software Products available to Client for downloading. Such sum equals:

50% of the Software fees (\$29,040.00)

100% of the System Software fees (\$4,750.00)

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

d) Tyler shall invoice Client \$4,434.00 upon installation of the Tyler Software Products. Such sum equals:

100% of the year 1 maintenance fee for Tyler Unlimited Client Access (\$950.00)

100% of the year 1 OS/DBA Contract Services fee (\$3,484.00)

e) Tyler shall invoice the Project Planning Services fee of \$4,000.00 upon delivery of the Implementation Planning document.

f) Tyler shall invoice Client \$8,712.00 upon successful verification of the Tyler Software Products in accordance with Article 3 of Section A Software License Agreement ("Verification") Such amount equals 15% of the Software fees. Unless Client notifies Tyler in writing that the Tyler Software Products have failed Verification, successful Verification will be deemed to have occurred ninety (90) days from the date Tyler makes the Tyler Software Products available to Client for downloading.

g) Tyler shall invoice Client \$5,808.00 upon the earlier of 1) go-live of the Tyler Software Products, or 2) one year from the Effective Date. Such amount equals 10% of the Software fees.

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

i) Tyler shall invoice a 50% deposit for modifications upon delivery of specifications and 50% upon delivery of modification. Tyler will perform a modification upon receipt of written notice to proceed from Client. Client will have thirty (30) days from delivery of a modification to test such modification. In the event Client does not report an issue with such modification to Tyler within such thirty (30) day period, the modification will be

deemed in compliance with the specifications.

j) Tyler shall invoice Client the year 1 Disaster Recovery fee of \$5,000.00 upon receipt by Tyler of Client's data.

k) Prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy, provided that daily meal allowances shall not exceed those mandated by Florida statute. Tyler's current Business Travel Policy is attached hereto as Exhibit 4.

l) Payment is due within thirty (30) days of the invoice date subject to the Florida Prompt Payment Act.

m) The year 1 Maintenance fees of \$13,938.00 for the one (1) year period commencing upon installation of the Tyler Software Products are hereby waived. Subsequent annual Maintenance fees will be due on the anniversary of the installation date of the Tyler Software Products.

29. Disaster Recovery. Disaster Recovery service commences upon receipt of the Client's data for an initial one (1) year term which will renew automatically for additional one (1) year terms at Tyler's then-current Disaster Recovery fee unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.

30. Operating System/Database Administration. OS/DBA Contract Services commence upon installation of the Tyler Software Products for an initial 1 year term and will renew automatically for additional one (1) year terms at Tyler's then-current OS/DBA fee unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.

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

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

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

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

Tyler Technologies, Inc.
ERP and Schools Division

Town of Miami Lakes

By: Stacey M. Gerard

By: [Signature] Manager

Name: Stacey M. Gerard

Name: M. Tejeda Clerk

Title: Assistant Secretary

Title: Joseph L. Keller Attorney

Date: October 19, 2011

Date: October 24, 2011

Exhibit 1

Investment Summary



Quoted By: Michael Krissel
Date: 10/19/2011
Quote Expiration: 10/31/2011
Quote Name: RFP - Financial Management Enterprise System
Quote Number: 33383

Sales Quotation For:

Gary Fabrikant
 Town of Miami Lakes, FL
 151500 NW Court
 Miami Lakes, FL 33016

Phone: (305) 364-6100
Fax:
Email: fabrikantg@miamilakes-fl.gov

1 Software

Model #	Description	Quantity	Price	Extended Price	Discount	Software Total	
FA-AC-SW-B	Accounting/GL/BG/AP - Software - B	1.00	\$11,500.00	\$11,500.00	\$2,300.00	\$9,200.00	
FA-BM-SW-B	Bid Management - Software - B	1.00	\$2,200.00	\$2,200.00	\$440.00	\$1,760.00	
FA-CM-SW-B	Contract Management - Software - B	1.00	\$1,800.00	\$1,800.00	\$360.00	\$1,440.00	
FA-FA-SW-B	Fixed Assets - Software - B	1.00	\$4,400.00	\$4,400.00	\$880.00	\$3,520.00	
FA-PA-SW-B	Project & Grant Accounting - Software - B	1.00	\$3,300.00	\$3,300.00	\$660.00	\$2,640.00	
FA-PO-SW-B	Purchase Orders - Software - B	1.00	\$4,400.00	\$4,400.00	\$880.00	\$3,520.00	
FA-RQ-SW-B	Requisitions - Software - B	1.00	\$2,750.00	\$2,750.00	\$550.00	\$2,200.00	
FA-TM-SW-B	Treasury Management - Software - B	1.00	\$2,750.00	\$2,750.00	\$550.00	\$2,200.00	
OF-GASB-SW-B	GASB 34 Report Writer - Software - B	1.00	\$6,500.00	\$6,500.00	\$1,300.00	\$5,200.00	
OF-LFI-SW-B	MUNIS Connector for Laserfiche - Software - B	1.00	\$6,000.00	\$6,000.00	\$3,000.00	\$3,000.00	
OF-MO-SW-B	MUNIS Office - Software - B	1.00	\$2,750.00	\$2,750.00	\$550.00	\$2,200.00	
OF-PL-SW-B	Role Tailored Dashboard - Software - B	1.00	\$2,750.00	\$2,750.00	\$550.00	\$2,200.00	
OF-TCMSE-SW-B	TCM SE-Software-B	1.00	\$9,000.00	\$9,000.00	\$1,800.00	\$7,200.00	
OF-TRS-SW-B	Tyler Reporting Services - Software - B	1.00	\$4,500.00	\$4,500.00	\$900.00	\$3,600.00	
TF-AC-OS-B	Tyler Forms Processing - Software - B	1.00	\$5,000.00	\$5,000.00	\$1,000.00	\$4,000.00	
TF-GD-GD-B	Tyler Forms-GoDocs-B	1.00	\$2,500.00	\$2,500.00	\$500.00	\$2,000.00	
WEB-MSH-VND-SW-B	Business and Vendor Self Service - Software - B	1.00	\$2,750.00	\$2,750.00	\$550.00	\$2,200.00	
Total:						\$16,770.00	Total: \$58,080.00

2 Services

Model #	Description	Quantity	Price	Extended Price	Discount	Services Total	
SVC-OSDBA-WIN-B	Install Fee - New Server Install-WIN-B w/VS	1.00	\$4,000.00	\$4,000.00	\$0.00	\$4,000.00	
SVC-PROJ-PPS-B	Project Planning Services - B	1.00	\$4,000.00	\$4,000.00	\$0.00	\$4,000.00	
SVC-TVL-EST	Estimated Travel Expenses	1.00	\$28,139.00	\$28,139.00	\$0.00	\$28,139.00	
TF-AC-IMP-B	Tyler Forms Processing - Configuration - B	3.00	\$1,000.00	\$3,000.00	\$0.00	\$3,000.00	
TF-FL-SVC-B	Tyler Forms Financial Library - B	1.00	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00	
Total:						\$0.00	Total: \$40,339.00

Consulting

Model #	Description	Quantity	Price	Extended	Discount	Consulting Total
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				Price		
FA-AC-CS-PR-B	Accounting/GL/BG/AP - Consulting PR - B	4.00	\$1,275.00	\$5,100.00	\$0.00	\$5,100.00
FA-BM-CS-PR-B	Bid Management - Consulting PR - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
FA-CM-CS-PR-B	Contract Management - Consulting PR - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
FA-FA-CS-PR-B	Fixed Assets - Consulting PR - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
FA-PA-CS-PR-B	Project & Grant Accounting - Consulting PR - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
FA-PO-CS-PR-B	Purchase Orders - Consulting PR - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
FA-RQ-CS-PR-B	Requisitions - Consulting PR - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
FA-TM-CS-PR-B	Treasury Management - Consulting PR - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
OF-PL-CS-B	Role Tailored Dashboard - Consulting - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00

Total:
\$15,300.00

Training

Model #	Description	Quantity	Price	Extended Price	Discount	Training Total
FA-AC-TR-PR-B	Accounting/GL/BG/AP - Training PR - B	6.00	\$1,175.00	\$7,050.00	\$0.00	\$7,050.00
FA-BM-TR-PR-B	Bid Management - Training PR - B	2.00	\$1,175.00	\$2,350.00	\$0.00	\$2,350.00
FA-CM-TR-PR-B	Contract Management - Training PR - B	2.00	\$1,175.00	\$2,350.00	\$0.00	\$2,350.00
FA-FA-TR-PR-B	Fixed Assets - Training PR - B	2.00	\$1,175.00	\$2,350.00	\$0.00	\$2,350.00
FA-PA-TR-PR-B	Project & Grant Accounting - Training PR - B	2.00	\$1,175.00	\$2,350.00	\$0.00	\$2,350.00
FA-PO-TR-PR-B	Purchase Orders - Training PR - B	2.00	\$1,175.00	\$2,350.00	\$0.00	\$2,350.00
FA-RQ-TR-PR-B	Requisitions - Training PR - B	3.00	\$1,175.00	\$3,525.00	\$0.00	\$3,525.00
FA-TM-TR-PR-B	Treasury Management - Training PR - B	2.00	\$1,175.00	\$2,350.00	\$0.00	\$2,350.00
OF-GASB-TR-B	GASB 34 Report Writer - Training - B	3.00	\$1,175.00	\$3,525.00	\$0.00	\$3,525.00
OF-MO-TR-B	MUNIS Office - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
OF-PL-TR-B	Role Tailored Dashboard - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
OF-SY-TR-B	System Admin & Security - Training - B	2.00	\$1,175.00	\$2,350.00	\$0.00	\$2,350.00
OF-TCMSE-TR-B	TCM SE-Implementation/Training/PM - B	4.00	\$1,175.00	\$4,700.00	\$0.00	\$4,700.00
OF-TRS-TR-B	Tyler Reporting Services - Training - B	2.00	\$1,175.00	\$2,350.00	\$0.00	\$2,350.00
OF-WF-TR-B	Dashboard and Workflow-Finance - Training - B	2.00	\$1,175.00	\$2,350.00	\$0.00	\$2,350.00
WEB-MSH-VND-TR-B	Business and Vendor Self Service - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00

Total:
\$43,475.00

Conversion

Model #	Description	Quantity	Price	Extended Price	Discount	Conversion Total
CV-AC-OA-B	AC Opt 1 - Actuals - B	1.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
CV-AC-OB-B	AC Opt 2 - Budgets - B	1.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
CV-AC-STD-B	AC Standard COA - B	1.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
CV-AP-OC-B	AP Opt 1 - Checks - B	1.00	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
CV-AP-OI-B	AP Opt 2 - Invoice - B	1.00	\$1,800.00	\$1,800.00	\$0.00	\$1,800.00
CV-AP-STD-B	AP Standard Master - B	1.00	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
MISC-CV-001	GL Additional Years (4,5)	1.00	\$840.00	\$840.00	\$0.00	\$840.00

Total:
\$9,040.00

Total Other Services:	Total Consulting:	Total Training:	Total Conversion Services:	Total Services:
\$40,339.00	\$15,300.00	\$43,475.00	\$9,040.00	\$108,154.00
			Total Training Days: 37	Total Consulting Days: 12

3 Maintenance

Model #	Description	Quantity	Price	Extended Price	Discount	Maintenance Total
FA-AC-SP-B	Accounting/GL/BG/AP - Support - B	1.00	\$2,070.00	\$2,070.00	\$2,070.00	\$0.00
FA-BM-SP-B	Bid Management - Support - B	1.00	\$396.00	\$396.00	\$396.00	\$0.00
FA-CM-SP-B	Contract Management - Support - B	1.00	\$324.00	\$324.00	\$324.00	\$0.00
FA-FA-SP-B	Fixed Assets - Support - B	1.00	\$792.00	\$792.00	\$792.00	\$0.00
FA-PA-SP-B	Project & Grant Accounting - Support - B	1.00	\$594.00	\$594.00	\$594.00	\$0.00
FA-PO-SP-B	Purchase Orders - Support - B	1.00	\$792.00	\$792.00	\$792.00	\$0.00
FA-RQ-SP-B	Requisitions - Support - B	1.00	\$495.00	\$495.00	\$495.00	\$0.00
FA-TM-SP-B	Treasury Management - Support - B	1.00	\$495.00	\$495.00	\$495.00	\$0.00
OF-GASB-SP-B	GASB 34 Report Writer - Support - B	1.00	\$1,170.00	\$1,170.00	\$1,170.00	\$0.00
OF-LFI-SP-B	MUNIS Connector for Laserfiche - Support - B	1.00	\$1,080.00	\$1,080.00	\$1,080.00	\$0.00
OF-MO-SP-B	MUNIS Office - Support - B	1.00	\$495.00	\$495.00	\$495.00	\$0.00
OF-PL-SP-B	Role Tailored Dashboard - Support - B	1.00	\$495.00	\$495.00	\$495.00	\$0.00
OF-TCMSE-SP-B	TCM SE-Support-B	1.00	\$1,620.00	\$1,620.00	\$1,620.00	\$0.00
OF-TRS-SP-B	Tyler Reporting Services - Support - B	1.00	\$1,125.00	\$1,125.00	\$1,125.00	\$0.00
SVC-DIS-DR-01	MUNIS Disaster Recovery Service	1.00	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
SVC-OSDBA-OS-03	OS/DBA Contract Services	1.00	\$3,484.00	\$3,484.00	\$0.00	\$3,484.00
TF-AC-SP-B	Tyler Forms Processing - Support - B	1.00	\$1,500.00	\$1,500.00	\$1,500.00	\$0.00
WEB-MSH-VND-SP-B	Business and Vendor Self Service - Support - B	1.00	\$495.00	\$495.00	\$495.00	\$0.00
					Total:	Total:
					\$13,938.00	\$8,484.00

4 System Software

Model #	Description	Quantity	Price	Extended Price	Discount	System Software Total
VAR-4JS-SL-LIC-B	Tyler Unlimited Client Access License - B	1.00	\$4,750.00	\$4,750.00	\$0.00	\$4,750.00
					Total:	Total:
					\$0.00	\$4,750.00

5 System Software Maintenance

Model #	Description	Quantity	Price	Extended Price	Discount	System Software Maintenance Total
VAR-4JS-SL-MNT-B	Tyler Unlimited Client Access Maintenance - B	1.00	\$950.00	\$950.00	\$0.00	\$950.00
					Total:	Total:
					\$0.00	\$950.00

6 Hardware

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

Summary

	Fees	Maintenance
Total Software	\$58,080.00	\$8,484.00
Total Services	\$108,154.00	
Total System Software	\$4,750.00	\$950.00
Total Hardware	\$1,650.00	
Summary Total	\$172,634.00	\$9,434.00

Comments

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

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

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

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

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

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

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

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

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

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

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

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

Customer Approval: _____
Print Name: _____

Date: _____
P.O. #: _____

All primary values quoted in US Dollars

Exhibit 2

Verification Test

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

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

FINANCIALS:

Phase 1

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

Phase 2

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

Phase 3

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

PAYROLL/HR:

Phase 1

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

Phase 2

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

Phase 3

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

UTILITY BILLING:

Phase 1

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

Phase 2

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

Phase 3 _____

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

OTHER REVENUE (TAX/EXCISE/GENERAL BILLING):

Phase 1 _____

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

Phase 2 _____

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

Phase 3 _____

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

PERMITS & CODE ENFORCEMENT:

Phase 1 _____

- View permit type f/m
- View Project Type f/m
 - Find a Project type with the 4 “bottom buttons” checked which indicates there is data. If none, build some defaults at the bottom.
 - Drill down using the bottom buttons

- View Inspection Type f/m
 - Drill down into inspectors and checklist at bottom
- View violation code f/m
 - Drill down into enforcement steps
- View property master
 - Perform drill down using the side menu options

Phase 2 _____

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

Phase 3 _____

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

PARKING TICKETS:

Phase 1 _____

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

Phase 2 _____

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

Phase 3 _____

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

BUSINESS LICENSES:

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

ANIMAL LICENSES:

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

PROJECT ACCOUNTING:

(Performed with General Ledger)

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

MUNIS OFFICE:

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

BUSINESS OBJECTS:

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

TYLER REPORTING SERVICES:

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

CONTRACT MANAGEMENT:

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

TREASURY MANAGEMENT:

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

MUNIS SELF SERVICE – EMPLOYEES:

Phase 1

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

Phase 2

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

Exhibit 3

Support Call Process

Client Support

Tyler Technical Support Department for Munis®

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

Contact Us

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

Support Organization

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

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

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

Standard Support Hours

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

Focus on Incoming Rate

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

Leaving Messages for Support

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

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

Paging

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

Online Support

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

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

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

Customer Relationship Management System

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

Call Numbers

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

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

Call Response Goals

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

Call Priorities

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

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

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

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

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

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

Following Up on Open Calls

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

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

Escalating a Support Call

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

Technical Support Product Managers:

Financials Team	Michelle Madore (michelle.madore@tylertech.com)	(X4483)
Payroll/HR/Pension Team	Sonja Johnson (sonja.johnson@tylertech.com)	(X4157)
Tax/Other Revenue/Utility Billing Team	Steven Jones (steven.jones@tylertech.com)	(X4255)
OS/DBA Team	Greg Mehlhorn (greg.mehlhorn@tylertech.com)	(X4391)
TylerForms & Reporting Services	Michele Violette (michele.violette@tylertech.com)	(X4381)

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

Resources

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

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

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

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

Remote Support Tool

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

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

E-mail Registration

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

Tyler Web site

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

Timely TCP Progress Updates

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

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

Priority 2 Incidents — Weekly Updates

Priority 3 Incidents — Bi-weekly Updates

Priority 4 Incidents — Bi-weekly Updates

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

Exhibit 4

Business Travel Policy

1. Air Travel

A. Reservations & Tickets

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

B. Baggage Fees

Fees for checking one piece of baggage will be fully reimbursed, provided it is directly related to Tyler business. Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Business use of an employee's private automobile will be reimbursed at a rate of \$.555 per mile plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience and the specific situation require their use. 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.

C. Public Transportation

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

3. Lodging

Tyler's Travel Agent will select hotel chains that are well established, reasonable in price and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Fairfield Inn, Hampton Inn and Holiday Inn Express. If the customer has a discount rate with a local hotel, notify Tyler's Travel Agent as soon as possible to ensure that all employees can take advantage of the rate.

4. Meals

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

Breakfast	\$ 6.00
Lunch	11.00
<u>Dinner</u>	<u>19.00</u>
Total	\$ 36.00

A. Overnight Travel

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

Departure Day

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

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 8:00 p.m.	Breakfast and lunch
Return after 8:00* p.m.	Breakfast, lunch and dinner

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

B. Same Day Travel

Employees traveling at least 2 hours to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 8:00* p.m.

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

5. Internet Access – Hotels and Airports

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

Effective Date: July 3, 2011

Exhibit 5

Adobe End User License Agreement

ADOBE SYSTEMS INCORPORATED
ADOBE CENTRAL OUTPUT SOFTWARE
Software License Agreement

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1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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2.2 SDK Components. Licensee's Authorized Users may install and use the SDK Components for purposes of facilitating use of the Software in accordance with this Agreement. Licensee agrees that Licensee will treat the API Information with the same degree of care to prevent unauthorized disclosure to anyone other than Authorized Users as Licensee accords to Licensee's own confidential information, but in no event less than

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

2.3 Backup and Disaster Recover. Licensee may make and install a reasonable number of copies of the Software for backup and archival purposes and use such copies solely in the event that the primary copy has failed or is destroyed, but in no event may Licensee use such copies concurrently with Production Software or Development Software. Licensee may also install copies of the Software in a Disaster Recovery Environment for use solely in disaster recovery and nor for production, development, evaluation or testing purposes other than to ensure that the Software is capable of replacing the primary usage of the Software in case of a disaster.

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

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

Tyler Technologies, Inc.
By: Stacey M. Gerard
Name: Stacey M. Gerard
Title: Assistant Secretary
Date: October 19, 2011

Town of Miami Lakes
By: [Signature] Manager
Name: M. Tejada Clerk
Title: Approved as to form: Joseph D. Miller Attorney
Date: October 29, 2011