ANNUAL SUPPORT AGREEMENT AND LICENSE AGREEMENT FOR MUNIS® SOFTWARE

Invoice to:		Contact:
2569	Tom Green County	Lupe Carrillo
Address:	113 W. Beauregard San Angelo, TX 76903	Telephone: 325.659.3263

This Support and License Agreement (herein "Agreement") is entered into between Tom Green County (Licensee) with its principal place of business at 113 W. Beauregard, San Angelo, TX and Tyler Technologies, Inc., MUNIS Division, (Licensor) with its principal place of business at 370 US Route One, Falmouth, Maine, 04105 on this 20th day of December 2010 .

The headings used in the Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

The Licensee agrees to purchase and MUNIS agrees to provide services for the products listed below in accordance with the following terms and conditions.

I. Term of Agreement

This Agreement is effective as of 12/20/10 and shall remain in force until 12/19/11 (one-year term). Upon termination of this Agreement the Licensee may renew the Agreement for subsequent one-year periods at the then current fee structure as established by the Licensor.

II. Scope of the Agreement

Both parties acknowledge that this Agreement covers both Support and Licensing for the products listed below, used by the Licensee for the operations of: [ ] City/Town/Village [ ] School [X] County [ ] Other
(This Agreement is limited to only those entities marked.)

III. Payment

1. Licensee agrees to pay MUNIS $ 37,116.45 , for licensing and support services, as described below. This payment is due and payable upon execution of the Agreement.
2. Additional charges. Any services performed by MUNIS for the Licensee, which are not covered by the Agreement, will be charged at the then applicable time rate*. All materials supplied in connection with such non-covered maintenance or support will be charged to the Licensee. Any additional charges will be added to the next invoice submitted to the Licensee and shall be due on the same date as the other charges included in that invoice.

IV. Covered Products

This Agreement is limited to the following listed products which are registered for Licensee's Windows 2003 system.

Application:		Application:	
Accounting/GL/BG/AP	C	Timekeeping Interface	C
Accounts Receivable	C	Treasury Management	C
Applicant Tracking	C	TCM LE	C
Business Objects Bundled	C	Tyler Forms Processing	C
Employee Self Service	C	Work Orders, Fleet & Facilities	C
Fixed Assets	C		
GASB 34 Report Writer	C		
General Billing	C		
HR Management	C		
Inventory	C		
MUNIS Office	C		
Payroll	C		
Project & Grant Accounting	C		
Purchase Orders	C		
Requisitions	C		

Licensee[1]

11-16-10
Date

Tyler Technologies, Inc., MUNIS Division

Richard E. Peterson, Jr., President
Date September 28, 2010

* Current Billable Service Rates are available on request.
Rates are subject to change and a contract for services or a Purchase Order is required to hold a quoted rate.

[1] Licensee's acceptance signature is optional. Payment of this contract by Licensee signifies acceptance of the terms and conditions outlined herein. MUNIS will not accept any changes to this contract.

V. Terms and Conditions for Licensing:

1. **Grant of License:** Upon execution of this Agreement, Licensee is hereby granted the non-exclusive and non-transferable license and right to use the current version of the MUNIS Licensed Programs listed in Section IV., and related materials. This License will also cover any additional revisions that Licensor may release during the term of this Agreement. The Licensor agrees to extend and the Licensee agrees to accept a license subject to the terms and conditions contained herein for the current version of the MUNIS software products identified in Section IV.
2. **Limited Use:** The software products listed are licensed for use only for the benefit of the Licensee listed in this Agreement. This license is registered for the Licensee's computer system identified in Section IV. As long as a current License and Support Agreement is in place, this License may be transferred to any other hardware system used for the benefit of Licensee. Licensee agrees to notify Licensor prior to transferring the licensed products to any other system. The right to transfer this license is included in the cost of this Agreement. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to the Licensee.
3. **Confidentiality:** The Licensee agrees that the Products are proprietary to the Licensor and have been developed as a trade secret at the Licensor's expense. The Licensee agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the Products or accompanying documentation.
4. **Modification:** The Products may be modified but such modification shall be only for the use on the Licensee's system for which the Products are licensed and shall not cause the Licensee or anyone performing such modification to gain any proprietary or other interest in the Products.
5. **Copies:** The Licensee may make copies of the licensed Products for archive purposes only. The Licensee will repeat any proprietary notice on the copy of the Product. The documentation accompanying the product may not be copied except for internal use.
6. **Warranty:** For as long as a current software support agreement is in place, the Licensor will warrant that all MUNIS® software programs will operate as described in the brochures and user manuals of MUNIS. If a program fails to operate in the manner described within these documents, the Licensor will correct the problem at no charge to the Licensee. If Licensee has made modifications to the software programs, Licensor will no longer warrant the performance of those programs, which contain modifications, unless specifically authorized in writing by the Licensor.

VI. Terms and Conditions for Support:

1. **Scope of Services:** MUNIS will provide the following services for the benefit of the Licensee.
   a.) MUNIS shall provide software-related telephone support to the Licensee. Support personnel will accept phone calls during MUNIS's normal working hours (8:00 A.M. to 6:00 P.M., Eastern Standard Time, Monday through Friday) for the term of this Agreement, limited to a reasonable number of calls of reasonable duration. Assistance and support requests, which require special assistance from MUNIS's development group, will be taken and directed by support personnel. In the event that support representatives are unavailable to receive calls, messages will be taken and calls will be returned within one working day.
   b.) MUNIS will continue to maintain a master set of the current computer programs on appropriate media, as well as hardcopy printout of source code programs and documentation.
   c.) MUNIS will maintain staff that is appropriately trained to be familiar with Licensee's software programs that are listed in Section IV in order to render assistance, should it be required.
   d.) MUNIS will provide Licensee with all program enhancements, modifications or updates that MUNIS may make to the then Current Release of the program applications covered in this Agreement.
   e.) In the case of system software new Release(s), the Licensee will also be required to pay whatever fees the manufacturer charges to MUNIS for the new Release. Licensee understands that and agrees that six (6) months after shipment by MUNIS of new Releases, MUNIS shall cease to support the earlier Release and for the balance of the term, MUNIS shall support the new Release.
   f.) MUNIS will make available appropriately trained personnel to provide Licensee additional training, program changes, analysis, consultation, recovery of data, conversion, non-coverage maintenance service, etc., billable at the current per diem rate. All expenses will be billed in accordance with the then current Tyler Travel Policy.
2. **Limitations and Exclusions:** The support and services of this Agreement do not include the following:
   a.) Installation of the Licensed Software, onsite support, application design, and other consulting services, or any support requested outside of normal business hours.
   b.) The Licensee shall be responsible for implementing at its expense, all changes to the Current Release. Licensee understands that changes furnished by MUNIS for the Current Software Release are for implementation in the Current Software Release, as it exists without customization or Licensee alteration.
3. **Licensee Responsibilities:**
   a.) The Licensee shall provide, at no charge to MUNIS, full and free access to the programs covered hereunder: working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.
   b.) The Licensee shall install and maintain for the duration of this Agreement, a modem and associated dial-up telephone line or other connection method acceptable to MUNIS. The Licensee shall pay for installation, maintenance and use of such equipment and associated telephone line use charges. MUNIS at its option, shall use this modem and telephone line in connection with error correction. Such access by MUNIS shall be subject to prior approval by the Licensee in each instance.
4. **Non-Assignability:** The Licensee shall not have the right to assign or transfer its rights hereunder to any party.
5. **Excused Non-Performance:** MUNIS shall not be responsible for delays in servicing the products covered by this Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.
6. **Limitation of Liability:** The liability of MUNIS is hereby limited to a claim for a money judgement not exceeding the total amount paid by the Licensee for services under this Agreement. THE LICENSEE SHALL NOT IN ANY EVENT BE ENTITLED TO, AND MUNIS SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF MUNIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IRRESPECTIVE OF THE NATURE OF THE LICENSEE'S CLAIM.

VII. General

1. **Governing Law:** This agreement shall be governed by, and construed in accordance with the laws of Client's state of domicile. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision.
2. **Modification of this Contract:** No modifications or amendment of this Agreement shall be effective unless set forth in writing and signed by both the Licensee and MUNIS.
3. **Suspension:** Support and services will be suspended whenever Licensee's account is thirty days overdue. Support and services will be reinstated when Licensee's account is made current.
4. **Entire Agreement:** THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE LICENSEE AND MUNIS WHICH SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND OTHER COMMUNICATIONS BETWEEN THEM RELATING TO THE SOFTWARE SUPPORT AND MAINTENANCE SERVICE OF THE PRODUCTS COVERED BY THIS AGREEMENT.
5. **Trademarks:** MUNIS and the MUNIS Logo are registered trademarks of Tyler Technologies, Inc.

Annual Agreement For
Operating System & Database Administration Support

Invoice to: Tom Green County | Contact: Nathan Cradduck

Address: 113 W. Beauregard San Angelo,TX 76903 | Telephone: (325) 659-6521

This Agreement (herein "Agreement") is entered into between Tom Green County (CUSTOMER) with its principal place of business at 113 W. Beauregard San Angelo, TX 76903 and Tyler Technologies, Inc., MUNIS Division (MUNIS) with its principal place of business at 370 US Route One Falmouth, Maine, 04105 on this 20 day of October, 2010.

The headings used in the Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

CUSTOMER agrees to purchase and MUNIS agrees to provide the services listed below in accordance with the following terms and conditions.

I. Term of Agreement:

This Agreement is effective as of 12/20/2010 and shall remain in force until 12/19/2011 (one year term). Upon termination of this Agreement CUSTOMER may renew the Agreement for subsequent one year periods at the then current fee structure as established by MUNIS.

II. Scope of the Agreement:

Both parties acknowledge that this Agreement covers the services described below, for the operations of:
City/Town School X County Other
(This Agreement is limited to only those entities marked.)

III. Payment:

1. CUSTOMER agrees to pay MUNIS $9,279.11, for the services as described below. This payment is due and payable upon execution of the Agreement.

2. Additional Charges. Any maintenance performed by MUNIS for CUSTOMER who is not covered by the Agreement will be charged at the then applicable time rate. All materials supplied in connection with such non-covered maintenance or support will be charged to CUSTOMER. Any additional charges will be added to the next invoice submitted to CUSTOMER and shall be due on the same date as the other charges included in that invoice.

IV. Covered System:

Specified Hardware System:
Dell Power Edge 2600
Windows 2003

Database Products:
SQL Server 2005 Std
1 Users

V. Terms and Conditions for Support:

1. **Scope of Services:** MUNIS will provide the following services for the benefit of CUSTOMER.

   a. OS/DBA Service is available during MUNIS's normal working hours (8:00 A.M. to 6:00 P.M., Eastern Standard Time, Monday through Friday) for the term of this Agreement.

   b. OS/DBA related trouble calls can be placed by dialing 1-800-772-2260 and choosing option 3, then choosing option 5. . At particular times, your call may be forwarded to the OS/DBA mailbox at extension 5545. In either case, your call will be recorded and answered on a first in first out basis, except on reports that declare your system is down, which are moved to the head of the queue.

   c. The Windows System Administration services are restricted to the Application Server that MUNIS is installed on. In cases where a stand by server is employed, the stand by server is included as long as the stand by server is only used in the event of the primary application server failing. Specifically, the standard OS/DBA contract for Windows System Administration support is intended to be for a single Windows Server; the MUNIS Application Server.

   d. Database: The intended coverage for a standard OS/DBA contract is for a single MUNIS Application Server running any number of MUNIS Application modules utilizing 1 live and 1 training database. Therefore, the Database Administration services are restricted to 2 MUNIS Databases, defined as one live database and one training database.

      (1) In cases where multiple live databases exist, as is the case when more than one business entity shares the MUNIS Application Server, each additional separate business entity is required to contract for the Database Administration Services portion of the OS/DBA Services contract separately at a rate of 50% of the quoted OS/DBA contract price. In this event, one of the business entities sharing the MUNIS Application Server is required to purchase the OS/DBA contract at full price.

      (2) In cases where multiple databases exist, and all databases belong to a single business entity, only one live and one training database will be covered. Each additional database pair of one live and one training, or one live and no training, must be contracted for separately at the rate of 50% of the quoted OS/DBA contract price.

   e. MUNIS Application Software: MUNIS GUI: The standard OS/DBA service includes coverage for one or two complete sets of MUNIS GUI application programs and forms, defined as one live set and one training set.

   f. MUNIS Required Foundation Software

      (1) The standard OS/DBA contract includes a single installation of all MUNIS required foundation software.

(2) MUNIS required foundation software is defined as any software required to run MUNIS. This includes Database Engine software, Informix 4GL Runtime software, Informix Dynamic 4GL software and 4J's Universal Compiler Runtime software.

(3) In no case does the OS/DBA contract supply support for any Microsoft Product including the PC operating system.

g. In cases where multiple installations of foundation software exist for any purpose other than as required for a stand by or back up server configuration, such as a development installation, only the installation required to run MUNIS is covered under the standard OS/DBA contract.

h. The scope of the service provided by a standard OS/DBA contract is restricted to the installation and configuration of MUNIS Application software and MUNIS required foundation software as originally installed on the MUNIS Application Server.

i. Further services in the category of Windows System Administration are limited to administrative tasks on the installed Operating System.

j. Further services in the category of Data Base Administration are limited to administrative tasks on the installed Database Engine software.

2. **Limitations and Exclusions:**

a. This Agreement does include the installation and configuration of a new or upgraded server once every two years.

b. This Agreement does not include the installation and configuration of a new Informix Engine.

c. This Agreement does not provide support for software not required to run MUNIS.

e. This Agreement does not provide support for software required but not recommended (i.e. terminal emulation software that has not been recommended by MUNIS).

3. **CUSTOMER Responsibilities:**

a. CUSTOMER shall provide, at no charge to MUNIS, full and free access to the programs covered hereunder: working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.

b. CUSTOMER shall install and maintain for the duration of this Agreement, a modem and associated dial-up telephone line or other connection method acceptable to MUNIS. CUSTOMER shall pay for installation, maintenance and use of such equipment and associated telephone line use charges. MUNIS at its option, shall use this modem and telephone line in connection with error correction. Such access by MUNIS shall be subject to prior approval by CUSTOMER in each instance.

4. **Non-Assignability:** CUSTOMER shall not have the right to assign or transfer its rights hereunder to any party.

5. **Excused Non-Performance:** MUNIS shall not be responsible for delays in servicing the products covered by this Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.

6. **Limitation of Liability:** The liability of MUNIS is hereby limited to a claim for a money judgement not exceeding the total amount paid by CUSTOMER for services under this Agreement. CUSTOMER SHALL NOT IN ANY EVENT BE ENTITLED TO, AND MUNIS SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE. EVEN IF MUNIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IRRESPECTIVE OF THE NATURE OF CUSTOMER'S CLAIM.

VI. General

1. **Governing Law:** This agreement shall be governed by, and construed in accordance with, the laws of the client's state of domicile. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision.

2. **Modification of this Contract:** No modifications or amendment of this Agreement shall be effective unless set forth in writing and signed by both CUSTOMER and MUNIS.

3. **Suspension:** Support and services will be suspended whenever CUSTOMER's account is thirty days overdue. Support and services will be reinstated when CUSTOMER's account is made current

4. **Trademarks:** MUNIS and the MUNIS Logo are registered trademarks of MUNIS, Inc.

CUSTOMER[40]	Tyler Technologies, Inc., MUNIS Division
Ina Brown	
11-16-10	Richard E. Peterson, Jr., President
Date	October 20, 2010
	Date

[40]CUSTOMER's acceptance signature is optional. Payment of this contract by CUSTOMER signifies acceptance of the terms and conditions outlined herein. MUNIS will not accept any changes to this contract.