

**ANNUAL SUPPORT AGREEMENT AND LICENSE AGREEMENT
FOR MUNIS® SOFTWARE**

Invoice to: 4910 City of Durham	Contact: Keith Herrman
Address: Attn: Finance Office, 4 th Floor 101 City Hall Plaza Durham, NC 27701	Telephone: 919.560.4455

This Support and License Agreement (herein "Agreement") is entered into between City of Durham (Licensee) with its principal place of business at 101 City Hall Plaza, 4th Floor, Durham, NC and Tyler Technologies, Inc., MUNIS Division, (Licensor) with its principal place of business at 370 US Route One, Falmouth, Maine, 04105 on this 4th day of August 2011.

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 08/04/11 and shall remain in force until 08/03/12 (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 County Other (This Agreement is limited to only those entities marked.)

III. Payment

- Licensee agrees to pay MUNIS \$ 290,820.08, for licensing and support services, as described below. This payment is due and payable upon execution of the Agreement.
- 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.

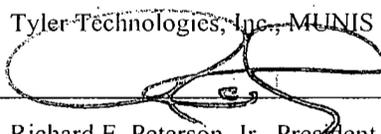
IV. Covered Products

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

Application:		Application:	
Accounting/GL/BG/AP	H	MUNIS Office	G
Accounts Receivable	G	NC Sales Tax Reimbursement	H
Applicant Tracking	E	Payroll	E
Citizen Self Service	G	Permits & Code Enforcement	D
BMI Asset Tracking Interface	H	Role Tailored Dashboard	H
Bus Licenses	G	Project & Grant Accounting	H
Business and Vendor Self Service	H	Purchase Orders	H
Contract Management	H	Requisitions	H
Employee Self Service	E	Treasury Management	H
Fixed Assets	H	Tyler Forms – Postal Xpress	H
GASB 34 Report Writer	C	Tyler Forms Processing	H
General Billing	G	UB Interface	G
HR Management	E	UB Special Assessments	G
MUNIS Crystal Reports	G	Tyler Cashiering	H
		Utility Billing CIS	G

Licensee¹

Date

Tyler Technologies, Inc. - MUNIS Division


Richard E. Peterson, Jr., President
Date June 15, 2011

* 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.
Revised 8/1/2007