

Annual Support Agreement and License Agreement for Munis® Software

This Annual Support Agreement and License Agreement for Munis® Software ("Support Agreement") is made by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the client named in the attached invoice ("Client").

WHEREAS, Tyler and Client are parties to an original agreement ("Agreement"); and

WHEREAS, Tyler and Client desire to renew the maintenance services term under the Agreement;

~~NOW THEREFORE~~, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. Tyler shall provide maintenance services to Client, as specified in the Agreement and Tyler's then-current support call process, during the period set forth in the attached invoice.
2. Client shall remit to Tyler maintenance fees in the amount set forth in the attached invoice.
3. Maintenance services 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.
4. This Support Agreement shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

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

Tyler Technologies, Inc.
ERP and School Division

By: Christopher P. Hepburn

Name: Christopher P. Hepburn

Title: Senior Vice President

Client: Town of Canton, CT

By: Robert H. Skiane

Name: Robert H. Skiane

Title: Chief Administrative Officer

Date: May 11, 2015



One Tyler Drive
Yarmouth, ME 04096

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www.tylertech.com

Greetings:

Enclosed is your Annual Support Agreement and License Agreement for Munis® Software for the upcoming renewal period.

You will note that this renewal form is different from the forms you may have received in the past. The biggest change we have made is to align you with our current, Tyler-wide practice of setting the term for maintenance and support as automatically renewable, in one-year increments. That means that, after you sign this renewal form, in subsequent years you will only receive an invoice from us reflecting our then-current maintenance and support fees.

We are taking this step to simplify the administration of your contract – a change we believe benefits us both. This change does not mean, though, that you are forever bound to a maintenance and support agreement with Tyler. If you choose to, you may terminate the agreement, effective as of the last date of the then-current term, by providing us at least fifteen days' notice of your intent to do so.

Please do not hesitate to contact Nicole Beaudette, Revenue Specialist, at (800) 772-2260 extension 4692 or nicole.beaudette@tylertech.com with any questions or concerns.

Sincerely,

Abigail Diaz
Associate General Counsel

A handwritten signature in black ink, appearing to read "Abigail Diaz", written in a cursive style.

Enclosure