Greetings:

Enclosed is the Annual Agreement for Operating System & Database Administration Support for the upcoming renewal period. Please be aware that this agreement contains an automatic renewal provision in Section VI(5). As such, you will not be receiving an Annual Agreement for Operating System & Database Administration Support next year.

Please contact Angela Stahl at angela.stahl@tylertech.com with questions.

Sincerely,

________________________
Stacey M. Gerard
Contracts Manager

Enclosure
Annual Agreement For
Operating System & Database Administration Support

Invoice to: Town of Canton
Contact: Amy O'Toole
Address: P. O. Box 168, Collinsville, CT 06022-0168
Telephone: (860) 695-7852

This Agreement (herein “Agreement”) is entered into between Town of Canton (CUSTOMER) with its principal place of business at P. O. Box 168, Collinsville, CT 06022-0168 and Tyler Technologies, Inc., MUNIS Division (MUNIS) with its principal place of business at One Cole Haan Dr Yarmouth, Maine. 04096 on this 11 day of May, 2012.

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 06/11/2012 and shall remain in force until 06/11/2013 (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:

X City/Town: Other
Shool: County:

(This Agreement is limited to only those entities marked.)

III. Payment:

1. CUSTOMER agrees to pay MUNIS $4,847.75, 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:
Windows 2003

Database Products:
SQL Server 2005 Std
10 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 9:00 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 1-800-772-2269 and choosing option 3, then choosing option 5. At particular times, your call may be forwarded to the OS/DBA mailbox at extension 1851. 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. System Administration services are restricted to the Production Server(s) 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 Production 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 one live, one train and one test database. Therefore, the Database Administration services are restricted to three MUNIS Databases, defined as one live database and one train and one test database.
      (1) In cases where additional databases exist, as is the case when more than one business entity shares the MUNIS Application Server, each additional database is required to contract for the Database Administration Services portion of the OS/DBA Services contract separately at a quoted by Tyler based on site category. 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 train and one test database will be covered. Each additional database must be contracted for separately at a rate quoted by Tyler based on site category.
   e. MUNIS Application Software: The standard OS/DBA service includes coverage two complete sets of MUNIS application programs and forms, defined as one live and train set and test 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, 4GL Runtime software, and Tyler software.

Revised 7/20/2005
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 stable high speed network connection available for GoToAssist remote connections. CUSTOMER shall pay for installation, maintenance and use of such equipment and associated communication lines, use charges. MUNIS at its option, shall use this remote interface 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.
5. Renewal: OS/DBA Contract Services 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.

CUSTOMER

Date

Tyler Technologies, Inc., MUNIS Division

Richard E. Peterson, Jr., President
May 11, 2012

Date

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.

Revised 7/20/2005
ANNUAL SUPPORT AGREEMENT AND LICENSE AGREEMENT
FOR MUNIS® SOFTWARE

Invoice to: Town of Canton
1084 PO Box 168
Address: Collinsville, CT 06022-0168

Contact: Amy O’Toole
Telephone: 860.693.7852

This Support and License Agreement (herein “Agreement”) is entered into between Town of Canton
(Licensee) with its principal place of business at 4 Market Street, Collinsville, CT
and Tyler Technologies, Inc., MUNIS Division, (Licenser) with its principal place of business at 370 US Route One,
Falmouth, Maine, 04105 on this 12th day of June 2012.

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 06/12/12 and shall remain in force until 06/11/13 (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 Licenser.

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: [X] City/Town/Village [ ] School [ ] County [ ] Other
(This Agreement is limited to only those entities marked.)

III. Payment
1. Licensee agrees to pay MUNIS $19,368.13, 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.

<table>
<thead>
<tr>
<th>Application</th>
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<tbody>
<tr>
<td>Accounting/GL/BG/AP</td>
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<tr>
<td>Accounts Receivable</td>
</tr>
<tr>
<td>Fixed Assets</td>
</tr>
<tr>
<td>HR Management</td>
</tr>
<tr>
<td>MUNIS Office</td>
</tr>
<tr>
<td>Payroll</td>
</tr>
<tr>
<td>Purchase Orders</td>
</tr>
<tr>
<td>Requisitions</td>
</tr>
</tbody>
</table>

Licensee 8-20-12

Date

Tyler Technologies, Inc. MUNIS Division

Richard E. Peterson, Jr., President

Date May 22, 2012

* 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
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 Licensee will also cover any additional revisions that Licensee may release during the term of this Agreement. 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 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 will 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 Licensee’s expense. The Licensee agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized disclosure or use or any of the Products or accompanying documentation.
4. Modifications: 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. Closures: Prior to the signing of the agreement the Licensee may make copies of the licensed Products for archival purposes only. The Licensee will return any property on the copy of the Product. The documentation accompanying the product may not be copied except for internal use.
6. Warranty: As long as a current software support agreement is in place, the Licensee 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 Licensee will correct the problem at no charge to the Licensee. If Licensee has made modifications to the software programs, Licensee will no longer warrant the performance of those programs, which contain modifications, unless specifically authorized by writing by the Licensee.

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 normal working hours (8:00 A.M. to 6:00 P.M., Eastern Standard Time, Monday through Friday) for the term of this Agreement. Licensee is limited to a reasonable number of calls of reasonable duration. No 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 printouts 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 current version 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 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 program 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. Excessed 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 judgment 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.
5. Trademarks: MUNIS and the MUNIS Logo are registered trademarks of Tyler Technologies, Inc.

Revised 8/1/2007
Annual Agreement For  
Operating System & Database Administration Support

Invoice to:  Town of Canton  
Contact: Amy O'Toole

Address: P. O. Box 168 Collinville, CT 06822-0168  
Telephone: (860) 693-7652

This Agreement (herein "Agreement") is entered into between Town of Canton (CUSTOMER) with its principal place of business at 
P. O. Box 168, Collinville, CT 06822-0168 and Tyler Technologies, Inc., MUNIS Division (MUNIS) with its principal place of business at 
370 US Route One Falmouth, Maine, 04105 on this 14 day of April, 2011.

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 06/12/2011 and shall remain in force until 06/11/2012 (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:

<table>
<thead>
<tr>
<th>X</th>
<th>City/Town</th>
<th>School</th>
<th>County</th>
<th>Other</th>
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<td>(This Agreement is limited to only those entities marked.)</td>
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</table>

III. Payment:

1. CUSTOMER agrees to pay MUNIS $4,612.13, 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:  
Windows 2003

Database Products:  
SQL Server 2005 Std
10 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 1-800-772-2280 and choosing option 3, then choosing option 
      6. At all times, your call may be forwarded to the OS/DBA mailbox at extension 5546. 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.
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.

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

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.

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.

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

Further services in the category of Database 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.
   d. This Agreement does not provide support for software 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 modern 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  Tyler Technologies, Inc., MUNIS Division

[Signature]

Richard E. Peterson, Jr., President
April 14, 2011
Date

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.

Revised 7/20/2005