

**ADDENDUM TO
ANNUAL SUPPORT AGREEMENT
AND
LICENSE AGREEMENT FOR MUNIS SOFTWARE
BETWEEN
TYLER TECHNOLOGIES, INC.
AND
THE TOWN OF FOUNTAIN HILLS**

This ADDENDUM (“Addendum”) modifies the Annual Support Agreement and License Agreement for Munis Software (the “Support Agreement”), executed contemporaneously with this Addendum and entered into between Tyler Technologies, Inc., a Delaware corporation (“Tyler”) and the Town of Fountain Hills, Arizona, an Arizona municipal corporation (“Town”). All of the capitalized terms not otherwise defined in this Addendum have the same respective meanings as contained in the Original Agreement. The following provisions modify or replace sections of the Original Agreement and add additional sections to the Original Agreement. The sections of the Original Agreement that are not expressly modified or replaced by this Addendum shall remain in effect pursuant to their terms. The Original Agreement and this Addendum are collectively referred to herein as the “Agreement.”

AGREEMENT

1. A new Paragraph 6, Conflict of Interest, is hereby added to the Original Agreement as follows:

6. Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

2. A new Paragraph 7, E-Verify Requirements, is hereby added to the Original Agreement to read as follows:

7. E-Verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, Tyler and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Tyler’s or its subcontractor’s breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the Town. The Town retains the legal right to randomly inspect the papers and records of Tyler and its subcontractors who work on the Agreement to ensure that Tyler and its subcontractors are complying with the above-mentioned warranty.

3. **A new Paragraph 8, Conflicting Terms, is hereby added to the Original Agreement to read as follows:**

8. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity between this Addendum and the Original Agreement, the Addendum shall govern.

4. **A new Paragraph 9, Counterparts, is hereby added to the Original Agreement to read as follows:**

9. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

[SIGNATURES ON FOLLOWING PAGES]

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

Kenneth W. Buchanan
Kenneth W. Buchanan, Town Manager

ATTEST:

Bevelyn J. Bender
Bevelyn J. Bender, Town Clerk

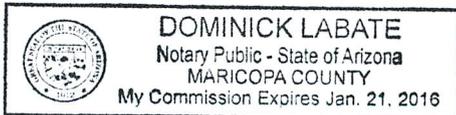
(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On 10/3/14, 2014, before me personally appeared Kenneth W. Buchanan, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.

Dominick Labate
Notary Public

(Affix notary seal here)



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

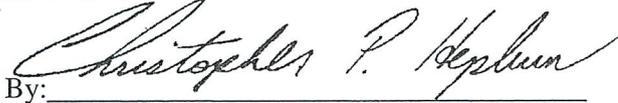
WHEREAS, Tyler and Client desire to renew the maintenance services term under the Agreement;

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.

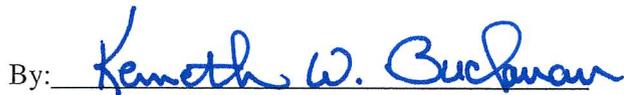
Tyler Technologies, Inc.
ERP and School Division

By: 

Name: Christopher P. Hepburn

Title: Senior Vice President

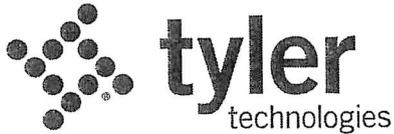
Client: Town of Fountain Hills

By: 

Name: Kenneth W. Buchanan

Title: Town Manager

Date: 10-2-14



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-117032	09/01/2014	1 of 1

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Questions:

Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com



Bill To: TOWN OF FOUNTAIN HILLS
 ATTN: CRAIG RUDOLPHY
 16705 E. AVENUE OF THE FOUNTAINS
 FOUNTAIN HILLS, AZ 85268

Ship To: TOWN OF FOUNTAIN HILLS
 ATTN: CRAIG RUDOLPHY
 16705 E. AVENUE OF THE FOUNTAINS
 FOUNTAIN HILLS, AZ 85268

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
2736	57712		USD	NET30	10/01/2014

Date	Description	Units	Rate	Extended Price
Contract No.: FOUNTAIN HILLS, AZ	GUI UNLIMITED LICENSE SUPPORT	1	2,700.00	2,700.00
Maintenance: Start: 25/Sep/2014, End: 24/Sep/2015				

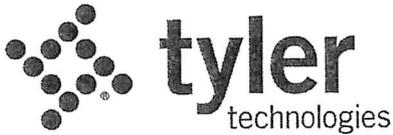
RECEIVED

SEP 09 2014

FINANCE DIRECTOR

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	2,700.00
Sales Tax	240.30
Invoice Total	2,940.30



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-117033	09/01/2014	1 of 1

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Questions:

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 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com



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 ATTN: CRAIG RUDOLPHY
 16705 E. AVENUE OF THE FOUNTAINS
 FOUNTAIN HILLS, AZ 85268

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 FOUNTAIN HILLS, AZ 85268

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
2736	58214		USD	NET30	10/01/2014

Date	Description	Units	Rate	Extended Price
Contract No.: FOUNTAIN HILLS, AZ				
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING	1	2,297.32	2,297.32
Maintenance: Start: 25/Sep/2014, End: 24/Sep/2015				
	SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT	1	1,463.90	1,463.90
Maintenance: Start: 25/Sep/2014, End: 24/Sep/2015				
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	2,728.70	2,728.70
Maintenance: Start: 25/Sep/2014, End: 24/Sep/2015				
	SUPPORT & UPDATE LICENSING - ANIMAL LICENSES	1	1,722.99	1,722.99
Maintenance: Start: 25/Sep/2014, End: 24/Sep/2015				
	SUPPORT & UPDATE LICENSING - PERMITS & CODE ENFORCEMENT	1	3,638.68	3,638.68
Maintenance: Start: 25/Sep/2014, End: 24/Sep/2015				
	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER	1	2,481.09	2,481.09
Maintenance: Start: 25/Sep/2014, End: 24/Sep/2015				
	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	2,481.09	2,481.09
Maintenance: Start: 25/Sep/2014, End: 24/Sep/2015				
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	2,977.57	2,977.57
Maintenance: Start: 25/Sep/2014, End: 24/Sep/2015				
	TYLER FORM PROCESSING SUPPORT	1	2,756.76	2,756.76
Maintenance: Start: 25/Sep/2014, End: 24/Sep/2015				
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	12,963.18	12,963.18
Maintenance: Start: 25/Sep/2014, End: 24/Sep/2015				
	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	1,240.54	1,240.54
Maintenance: Start: 25/Sep/2014, End: 24/Sep/2015				
	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES	1	2,393.03	2,393.03
Maintenance: Start: 25/Sep/2014, End: 24/Sep/2015				
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE	1	2,108.41	2,108.41
Maintenance: Start: 25/Sep/2014, End: 24/Sep/2015				

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 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	41,253.26
Sales Tax	3,671.54
Invoice Total	44,924.80



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-117246	09/01/2014	1 of 1

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Questions:

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 Email: ar@tylertech.com



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Ship To: TOWN OF FOUNTAIN HILLS
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 FOUNTAIN HILLS, AZ 85268

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
2736	57938		USD	NET30	10/01/2014

Date	Description	Units	Rate	Extended Price
Contract No.: FOUNTAIN HILLS, AZ	OPERATING SYSTEM DATABASE ADMINISTRATIVE SUPPORT	1	10,041.20	10,041.20
Maintenance: Start: 25/Sep/2014, End: 24/Sep/2015				

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SEP 09 2014

FINANCE DIRECTOR

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Subtotal	10,041.20
Sales Tax	0.00
Invoice Total	10,041.20