AGREEMENT

This Agreement ("Agreement") is made this _____ day of _____, 2013 ("Effective Date") between Tyler Technologies, Inc., with offices at 23 British American Boulevard, Latham, New York 12110 ("Tyler") and Randolph Township School District, with offices at 25 School House Road, Randolph, New Jersey 07869 ("Client").
Tyler and Client agree as follows:

1. **License Grant.**
 1.1. Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary") and related interfaces (collectively, the "Tyler Software Products") and Tyler user manuals for Client's internal business purposes at 25 School House Road, Randolph, New Jersey 07869, for Randolph Township School District only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Application Software License Fees in full. Upon Client's payment in full for the Tyler Software Products, this license shall become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement. The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer.
 1.2. Client acknowledges and agrees that the Tyler Software Products and user manuals are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and user manuals confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or user manuals by any party.
 1.3. Client may make copies of the Tyler Software Products for archive purposes only. Client will repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Tyler user manuals for internal use only.
 1.4. The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products. Client also shall not append, delete, modify or otherwise alter the data in the databases used by the Tyler Software Products, other than by the use of the Tyler Software Products in accordance with the terms of this Agreement.
 1.5. Versatrans Onscreen ™ ("Onscreen") and Versatrans Fleetvision ™ ("Fleetvision") are licensed on a per vehicle basis. Client may exceed the number of Onscreen vehicles by up to 25% solely for the purpose of setting up spare fleet vehicles only. Client may exceed the number of Fleetvision vehicles by up to 25% solely for the purpose of setting up spare fleet vehicles only. At no time may Client actively use more than the number of vehicles licensed.

2. **Limited Warranty**. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the afore-mentioned documents, the then-current Tyler User Guides will control. A Tyler Software Product is "Defective" if it contains a Defect. For as long as a current Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the defect in accordance with Tyler's then current support call process. Should Tyler be unable to cure the defect or provide a replacement product, Client shall be entitled to a refund of the Application Software License Fee paid for the defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date.

3. **Intellectual Property Infringement Indemnification**. Tyler will defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product infringes that party's patent, copyright or other intellectual property right issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement that Tyler pre-approves in writing, provided that Client promptly notifies Tyler in writing of any such claim, gives Tyler reasonable cooperation, information, and assistance in connection with it, and consent to Tyler's sole control and authority with respect to the defense, settlement or compromise of the

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claim. Tyler will not be obligated under this section if the infringement results from: (i) Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had you used the current version of the Tyler Software Product; (ii) Client's combining the Tyler Software Product with devices or products not provided by Tyler, (iii) use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim, (iv) corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product; (v) use of the Tyler Software Product by any person or entity other than Client or Client's employees; or (vi) Client's willful infringement. In the event a Tyler Software Product is finally determined to be infringing and its use by Client is enjoined, Tyler shall, at its election (i) procure for Client the right to continue using the infringing Tyler Software Products; (ii) modify or replace the infringing Tyler Software Products so that it becomes non-infringing; or (iii) terminate Client's license for the infringing Tyler Software Product and refund to Client the Application Software License Fee paid for the infringing Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

4. **Expenses.** Expenses shall be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts shall be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee shall be incurred. Receipts for mileage and miscellaneous items less than five dollars ($5) are not available.

5. **Cancellation of Services**. In the event Client cancels services less than fifteen (15) business days in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the canceled services if Tyler is unable to re-assign its personnel. Training may be rescheduled upon written request of Client and prepayment of Training costs at the rates and upon the terms and conditions provided for in this Agreement.

6. **Work Responsibilities**. Client data necessary to utilize the Tyler Software Products (the "Client Data") shall be developed between the Effective Date and the first day of training. Tyler shall retain ownership of the Client Data. The parties shall have the additional responsibilities for developing and formatting the Client Data as set forth in the "Work Responsibilities" annexed hereto as Exhibit 2 and made a part of this Agreement.

7. **Additional Services**. Services requested by Client in excess of those set forth in the Investment Summary, including but not limited to district canvassing, if Client's downloads do not meet specifications or if fields of data are missing or need to be interpreted or processed, may be billable services, at Tyler's sole discretion, to be provided at Tyler's then-current rates. Tyler shall not perform additional services without Client's prior written approval.

8. **Operating Environment**. Client hereby acknowledges review of and compliance with operating environment specifications as listed on Tyler's website.

9. **Maintenance Services.** The Maintenance Agreement is effective when Tyler has made the Tyler Software Products available to Client for downloading and shall remain in force for a one (1) year term. Upon expiration of this Maintenance Agreement, Client may renew the Maintenance Agreement for subsequent one (1) year periods at the then-current Application Software Maintenance Fees.
    9.1. **Maintenance Services Terms, Conditions, Limitations and Exclusions**. For as long as a current Maintenance Agreement is in place, Tyler shall:
        9.1.1.1. In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then current support call process in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products shall be void. Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed Application Software Maintenance Fees within sixty (60) calendar days of the due date. Tyler will reinstate maintenance services upon Client's payment of the overdue Application Software Maintenance Fees.
        9.1.1.2. Provide Client with all releases Tyler makes to the Tyler Software Products. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler

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Software Products as they exist without Client customization or modification, and that Tyler reserves the right to cease supporting a prior release of the Tyler Software Products one (1) year after Tyler has made a new release of the Tyler Software Products available to Client for downloading.

9.1.2. Application Software Maintenance Fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's normal business hours.

9.2. **Client Responsibilities**. Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products and the servers and workstation that run them; including but not limited to: remote access, working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.

10. **Taxes**. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date. In such event, Client shall be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client shall provide Tyler with Client's tax-exempt certificate.

11. **Force Majeure**. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure. Either party shall have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph shall not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

12. **Indemnification**. Subject to the limitation of liability set forth herein, Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) arising from Tyler's negligence or willful misconduct. Tyler shall not be liable to the degree or extent of damages, loss, or expense determined to be the fault of the Client.

13. **Limitation of Liability**. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products, Services, or Third Party Products. Tyler's liability for damages and expenses arising from the Tyler Software Products or Services, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the fees set forth in the Investment Summary related to the defective product or service. Tyler's liability for damages and expenses arising from the Third Party Products, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the License Fee/Purchase Price of the Third Party Products. Such fees reflect and are set in reliance upon this limitation of liability.

14. **Disclaimer**. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

15. **Termination**.

15.1. Termination for Cause. In the event of Tyler's failure to perform under this Agreement, Client shall immediately notify Tyler in writing of such failure and allow Tyler a thirty (30) day period in which to cure such failure. If, at the end of the cure period, Tyler has not cured such failure, Client will have the right to terminate this Agreement. Upon such termination, Client shall pay Tyler for all products, services, and expenses not in dispute which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for products, services, and expenses in dispute will be determined through non-binding arbitration.

15.2. Termination for Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the

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same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice.

16. **No Assignment**. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.

17. **Confidentiality**. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement for a period of two (2) years. In the event of Freedom of Information Act or similar public record requests, confidential information shall be disclosed only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

18. **Shipping**. Delivery shall be F.O.B. shipping point.

19. **Trademark Usage**. When utilizing Versatrans e-Link®, in a prominent position on each view or page of Client's website displaying data derived from the Tyler Software Products, Client shall (a) provide a "link" or "click through" icon which will send the user to Tyler's web site; and (b) display the name and logo of Tyler together with the following language: "Provided by Versatrans e-Link®". Client shall use such trademarks and notices ("Marks") in strict conformance with Tyler's trademark guidelines as they may be revised from time to time. Client has no right to sublicense, transfer or assign the use of the Marks or use the Marks for any purpose other than the purposes described herein.

20. **Third Party Products**. Except as explicitly stated otherwise in this Agreement or an applicable End User License Agreement attached to this Agreement, the following terms shall apply to third party products acquired pursuant to this Agreement.

   20.1. <u>Agreement to License or Sell Third Party Products</u>. For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the System Software and Hardware set forth in the Investment Summary (collectively, the "Third Party Products").

   20.2. <u>License of System Software</u>.

   20.2.1. Upon Client's payment in full of the applicable 3rd party fees, Tyler shall grant to Client and Client shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for Client's internal business purposes, subject to the terms and conditions set forth herein.

   20.2.2. The developer of the System Software (each a "Developer", collectively "Developers") shall retain ownership of the System Software.

   20.2.3. The right to transfer the System Software to a replacement hardware system is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Client shall provide advance written notice to Tyler of any such transfer.

   20.2.4. Client acknowledges and agrees that the System Software and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. Client shall use best efforts to keep the System Software and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the System Software and related documentation by any party.

   20.2.5. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the System Software.

   20.2.6. Client may make copies of the System Software for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the System Software. Client may make copies of the documentation accompanying the System Software for internal use only.

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20.3. Delivery. Unless otherwise indicated in the Investment Summary, the prices for Third Party Products include costs for shipment while in transit from the Developer or supplier to Client.

20.4. Installation and Acceptance. Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Third Party Products, provided, however, that additional charges for installation may be required in the event vehicles are not available for installation services when the installation personnel arrive at the client location. Tyler will notify the client in advance of such charges. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Third Party Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.

20.5. Site Requirements. Client shall provide a suitable environment, location and space for the installation and operation of the Third Party Products; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.

20.6. Warranties.

    20.6.1. Tyler is authorized by each Developer to grant licenses or sublicenses to the System Software.

    20.6.2. Tyler warrants that each System Software product will be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement, Client's title or license to each System Software product will be free and clear of all liens and encumbrances arising through Tyler.

    20.6.3. Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products.

20.7. Maintenance.

    20.7.1. In the event Client elects not to purchase through Tyler maintenance services on the System Software, it will be the responsibility of Client to repair and maintain the System Software and purchase enhancements as necessary after acceptance.

    20.7.2. In the event Client elects to purchase through Tyler maintenance services on the System Software, Tyler will facilitate resolution of a defect in a System Software product with the Developer.

    20.7.3. In the event the Developer charges a fee for future System Software release(s), Client will be required to pay such fee.

20.8. Expenses. Unless otherwise noted in the Investment Summary, expenses associated with 3rd Party Services shall be invoiced in accord with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts shall be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee shall be incurred. Receipts for mileage and miscellaneous items less than five dollars ($5) are not available.

21. **Payment Terms.**

21.1. Tyler will invoice Client $10,000 when Tyler first makes the Tyler Software Products available to Client for downloading, which equals:

    21.1.1. 100% of the Application Software Support Fees of $2,150

    21.1.2. 100% of the first annual Application Software License Fees of $6,843 for the Tyler Software Products which cover the twelve (12) month period commencing when Tyler first made the Tyler Software Products available to Client for downloading

    21.1.2 Implementation services fees in the amount of $1,007

21.2. Tyler will invoice Client $9,171 on July 15, 2014 which equals:

    21.2.1. 100% of the remaining fees for Implementation Services

21.3. Tyler will invoice Client fees for services not included with Implementation, including, but not limited to route building, project management, consulting, and additional product training, if and as provided.

21.4. Tyler will invoice Client fees for Onscreen/Checkmate Installation and System Orientation 60 days after Tyler first makes the Tyler Software Products available to Client for downloading. Client shall schedule Installation and System Orientation within twelve (12) months of Tyler first making the Tyler Software Products available to Client for downloading.

21.5. Tyler will invoice Client travel expenses as incurred (prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy).

21.6. Subsequent annual Support and Maintenance Fees will be due on the anniversary of the date when Tyler first made the Tyler Software Products available to Client for downloading.

21.7. Fees for Hardware and other Services shall be due and payable as follows:

    21.7.1. Hardware with CDMA communication:

        21.7.1.1. Tyler will invoice Client fees for Hardware and other Services when hardware is manufactured.

        21.7.1.2. Subsequent annual Support and Maintenance Fees for hardware will be due on the anniversary of the date manufactured.

    21.7.2. Hardware with GSM, Wi-Fi or RF communication:

        21.7.2.1. Tyler will invoice Client fees for Hardware and other Services when hardware is installed at Client location.

        21.7.2.2. If Client is Self-installing Hardware, Tyler will invoice Client upon hardware shipment. Tyler will invoice Client for annual Support and Maintenance Fees on the date of installation or 30 days after Client receives hardware, whichever comes first.

        21.7.2.3. Subsequent annual Support and Maintenance Fees for hardware will be due on the anniversary of the first annual Support and Maintenance Fees invoice.

21.8. Payment is due within thirty (30) days of the invoice date.

22. **Electronic Payment**. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:
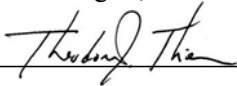
Bank:	Wells Fargo Bank, N.A.
	420 Montgomery
	San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies Inc. – Operating

23. **Entire Agreement**. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

24. **Multiple Originals and Signatures**. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

IN WITNESS WHEREOF, persons having been duly authorized and empowered enter into this Agreement.

Tyler Technologies, Inc.	Randolph Township School District
By: _Theodore Thien_	By: _____
Name: _Theodore J. Thien_	Name: _____
Title: _Sr. VP and General Manager, Versatrans_	Title: _____
Date: _December 16, 2013_	Date: _____

Exhibit 1:   **Investment Summary**

prices are valid until February 18, 2014

Client: Randolph Township School District

1. Software	Quantity	Price	Extended Price	Discount	This Year Total	Future Year Renewal
Versatrans RP Standard Edition for up to 5000 Students	1	$9,775	$9,775	$2,932	$6,843	$0
Reportwriter	1	$0	$0		$0	$0
Subtotal: Application Software License Fees			$9,775	$2,932	$6,843	
Versatrans RP Standard Edition for up to 5000 Students	1	$4,300	$4,300	$2,150	$2,150	$4,300
Subtotal: Application Software Maintenance Fees			$4,300	$2,150	$2,150	$4,300

3. Services	Quantity	Price	Extended	Discount	This Year Total	Future Year Renewal
Versatrans RP Standard Edition Implementation	1	$10,178	$10,178	$0	$10,178	
-- includes 2 days of onsite training (1)(4)						
-- includes hosting of RP in Tyler Data Center during implementation						
Morris County Map (Source: local GIS)	1	$0	$0	$0	$0	
Additional Maps: (none are included with this quote)	0	$2,000			not inc.	
Subtotal: Application Services					$10,178	

4. Hardware and other Services	Quantity	Price	Extended	Discount	This Year Total	Future Year Renewal
Subtotal: Hardware and other Services					$0	$0

Total One-Time Fees:	**$19,171**
Total Recurring Fees **:	**$4,300**

** Subject to annual increase

[1] *Travel expenses for trainer to visit the user's site are not included and will be billed at actual costs*

[4] *Training Classes are limited to 5 persons*

Note: Route Building is not included

Ver. 41435

Quote prepared on November 20, 2013   **Signature**

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Exhibit 2

Regular Services Package

Work Responsibilities

Mapping

Tyler will (a) provide Client with a digitized map covering the area of the district, and essential roadways outside of the district commonly traveled for in-district students. Client will supply contact information for local GIS agency if available.

Map Data Preparation

Tyler will enter into the map data file data supplied by Client, including:

- Building locations and contacts
- Map restrictions
- Bus stops and bus stop classifications
- One way streets
- Average road speeds
- Walk-to-stop distances by grade and arrival/departure times
- Define and assign boundaries
- School names and locations
- Grades at each school
- Employees and employee types
- Drivers
- Employee certifications
- Vehicles and equipment
- Route sets and schemes
- Route set criteria
- Any and all other data and information related to students, bus routing, maps and Client's policies and procedures related to this Agreement that may be necessary to compile accurate district data

House Numbering Data

If necessary, Tyler will enter house numbering data for the district portion of the map provided by Client in electronic format. Tyler will not perform a district canvass for house numbers, unless expressly contracted by Client in accordance with Section 7 ("Additional Services") of this Agreement.

Student File Preparation

Tyler will provide Client with an ASCII file layout describing the required district student data file and will import the Client's ASCII file(s) into the new map data file (the "Student Data").

Tyler will pass the Student Data through the location process. To the extent feasible as determined in Tyler's sole discretion, Tyler will correct Student Data not matching street/number ranges in the digital map. To the extent such corrections are not feasible, Tyler will furnish Client with a list of students with non-locatable addresses for Client to correct.

<u>Editorial Responsibilities</u>

Tyler may periodically require Client to review district data. The timely and accurate review of this data is critical. Client will cause its employees or agents to perform the editing functions timely, accurately and to the best of their ability, and will notify Tyler when corrections are final. The information and data approved following the periodic review stages are the sole responsibility of Client. Alterations later requested or necessary which could have been made as part of this editing process are available in accordance with Section 7 of this Agreement. Tyler shall not be responsible for any failure to meet a written production schedule to the extent such failure is due, in whole or in part, to Client's failure to perform its work responsibilities timely and accurately.

<u>Training</u>

a. During the course of the Client implementation, Tyler will provide training in the use of the Tyler Software Products (the "Training"). Up to five (5) Client employees may attend the Training. Implementation Training is delivered on-line on weekdays, unless the parties agree to other arrangements. Routing Training will be held at Client's place of business, on weekdays, unless the parties agree to another location and time. Weekend Training may be available at premium rates and based on trainer availability. It is understood that the effectiveness of Training depends upon continuous attendance by all trainees, minimum interruptions, and the availability of one or more Client computers fully equipped to run the Tyler Software Products. Provided that all of Tyler's tasks are complete, failure to schedule Routing Training within two (2) months of the last day of Implementation Training may require that additional Training be purchased as a refresher course.

b. Training does not include installation services such as disk formatting, installing operating systems, installing hardware, installing non-Tyler software, equipment repairs or adjustment, or training in the use of Windows, local area networks, peer-to-peer networks, or communications software. Such services must be performed internally or obtained from third parties.
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c. In conjunction with the initial purchase of Versatrans Routing and Planning, Tyler will provide up to six (6) hours of transition Training to assist Client during the implementation process of Versatrans Routing and Planning. Transition Training will consist of telephone and/or on-line Training. On-line Training sessions allow the Tyler trainer to connect to the user's computer and instruct him/her in certain operations and/or answer questions relating to software concepts and operations. Upon Client's request, on-line transition Training sessions will be scheduled at mutually agreeable times and will be used between the Implementation and Routing Training or within thirty (30) days of the Routing Training session.

d. All Training dates must be approved by Client in writing.

Exhibit 3

Third Party Terms and Conditions

NAVTEQ End-User Terms

The data ("Data") is provided for your personal, internal use only and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by you, on the one hand, and Tyler Technologies, Inc. (LICENSEE) and its licensors (including their licensors and suppliers) on the other hand.

©2002 Navigation Technologies Corporation. All rights reserved.

The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario.

Terms and Conditions

Personal Use Only: You agree to use this Data together with Versatrans Solutions Routing & Planning software for the solely personal, non-commercial purposes for which you were licensed, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, you may copy this Data only as necessary for your personal use to (i) view it, and (ii) save it, provided that you do not remove any copyright notices that appear and do not modify the Data in any way. You agree not to otherwise reproduce copy, modify, decompile, disassemble or reverse engineer any portion of this Data, and may not transfer or distribute it in any form, for any purpose except to the extent permitted by mandatory laws.

Restrictions. Except where you have been specifically licensed to do so by LICENSEE, and without limiting the preceding paragraph, you may not (a) use this Data with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation positioning, dispatch, real time route guidance, fleet management or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.

No Warranty. This Data is provided to you "as is," and you agree to use it at your own risk. LICENSEE and its licensors (and their licensors and suppliers) make no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from this Data, or that the Data or server will be uninterrupted or error-free.

Disclaimer of Warranty: LICENSEE AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON INFRINGEMENT. Some States, Territories and Countries do not allow certain warranty exclusions, so to that extent the above exclusion may not apply to you.

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Exhibit 4

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