Sales Quotation For
City of Rapid City
300 6TH ST
Rapid City, South Dakota  57701
Phone (605) 394-6018

Tyler Software and Related Services

<table>
<thead>
<tr>
<th>Description</th>
<th>License</th>
<th>Impl. Days</th>
<th>Impl. Cost</th>
<th>Data Conversion</th>
<th>Module Total</th>
<th>Year One Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tyler System Management Services Contract</td>
<td>$0.00</td>
<td>0 @ $1,275.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

TOTAL: $0.00 0 $0.00 $0.00 $0.00 $0.00 $28,909.00

Summary

<table>
<thead>
<tr>
<th>One Time Fees</th>
<th>Recurring Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Tyler Software</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Tyler Services</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total 3rd Party Hardware, Software and Services</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Summary Total $0.00 $28,909.00

Contract Total $28,909.00
Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: __________________________ Date: __________________________
Print Name: __________________________ P.O. #: __________________________

All primary values quoted in US Dollars
Tyler's OSDBA Service/Tyler System Management Services is calculated at 25% of the MUNIS annual maintenance. There is a $2,500 minimum annual fee and a $30,000 maximum annual fee.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks 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 cancelled services if Tyler is unable to re-assign its personnel.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: License fees for Tyler and 3rd Party Software products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date'); Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to Client, is due on the Availability Date; Fees foless otherwise indicated, fees for services, plus expenses, are payable upon delivery.