



Amendment

This Amendment is made, as of the date set forth below (the "Effective Date") by and between Tyler Technologies, Inc. with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the City of Merced, CA ("Client").

WHEREAS, Tyler and Client are parties to a Standard Software License and Services agreement (the "Agreement") under which Client licensed the software itemized therein; and

WHEREAS, Tyler and Client desire to amend the Agreement as provided herein.

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

1. The software and/or services set forth in Exhibits 1 – 3 , and associated services as noted in Schedule 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. Payment of fees and costs for such items are as follows:
 - a. The annual SaaS services shall have an Initial Term commencing on July 1, 2025 through June 30, 2027. To align with the maintenance and support term, annual SaaS Services will renew for an additional two (2) years upon mutual agreement of the parties ("First Renewal Term"). After the Initial Term and the First Renewal Term, the term may renew for additional one (1) year terms upon mutual agreement of the parties. Client may indicate its agreement to renew by timely payment of a renewal invoice issued by Tyler. SaaS fees shall be invoiced on July 1, 2025 together in a lump sum with the maintenance and support fee schedule identified in Exhibit 2. Subsequent SaaS fees will be invoiced annually in advance in accord with the terms in Exhibit 2, Section 2 to this Amendment.
2. Without limiting the terms of the Agreement, you understand and agree that the Tyler Software set forth in the Investment Summary as subscription or software as a service ("SaaS") do not include perpetual rights. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your right to use the applicable Software will be suspended unless and until payment in full has been made. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here: <https://www.tylertech.com/terms/tyler-saas-services>.
3. Annual maintenance and support services terms for the software licensed under the Agreement are updated as provided in Exhibit 2 to this Amendment.
4. The software identified in Exhibit 3, which Client licensed under the Agreement, and on which Client has paid maintenance and support fees through the Amendment Effective Date, shall mean the "Tyler Software" for purposes of this Support Amendment.
5. Tyler shall provide maintenance and support services on the Tyler Software according to the terms of



Exhibit 2 to this Support Amendment.

6. On the Amendment Effective Date Invoice No. 130-156561 dated June 1, 2025 in the amount of \$194,294.43 and Invoice No. 130-156357 dated June 1, 2025 in the amount of \$20,283.45 are voided. Maintenance and support fees are hereby reset and shall be invoiced at the rates identified in Exhibit 2 to this Amendment.
7. For the term specified in the applicable invoice, Client shall remit to Tyler maintenance fees in the amount set forth therein. Payment is due within thirty (30) days of the invoice date.
8. This Support Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
9. 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 Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Merced, CA

By: Sherry Clark

By: _____

Name: Sherry Clark

Name: _____

Title: Group General Counsel

Title: _____

Date: 07/18/25

Date: _____

APPROVED AS TO FORM:

Craig Cornwell
City Attorney, City of Merced



Exhibit 1

Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date.

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INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 0
Third-Party Products	\$ 0
Other Cost	\$ 0
Estimated Travel	\$ 0
Total One-Time Cost	\$ 0
Annual Recurring Fees/SaaS	\$ 4,560
Tyler Software Maintenance	\$ 0



Quoted By:
Quote Expiration:
Quote Name:

Jeff Shaw
7/28/25
2024-455402-L8F4Z0 -
dillsaverm@cityofmerced.org

Sales Quotation For:

City of Merced Police Department
611 W 22nd St
Merced, CA 95340-3737
Phone: +1 (209) 385-4701

Shipping Address:

City of Merced Police Department
611 W 22nd St
Merced, CA 95340-3737

Annual / SaaS

Description	Quantity	Fee	Discount	Annual
Enforcement Mobile				
Other Services				
California Stop Data User Fee	76	\$ 60	\$ 0	\$ 4,560
TOTAL				\$ 4,560

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 4,560
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Contract Total	\$ 4,560	

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.#: _____

Comments

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.
Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement
("Agreement")

between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

MODIFIED PAYMENT TERMS

- **The agency will not be charged for year 2024.**
- **2025 discounted user rates are reflected in the quote attached here.**

Terms:



Exhibit 2

Maintenance and Support Agreement

Tyler (“we”) will provide Client (“you”) with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on July 1, 2025 and remains in effect for two (2) years (“Initial Term”). The term may renew for an additional two (2) years upon mutual agreement of the parties (“First Renewal Term”). After the Initial Term and the First Renewal Term, the term may renew for additional one (1) year terms upon mutual agreement of the parties. Client may indicate its agreement to renew by timely payment of a renewal invoice, at our then-current rates, issued by Tyler.
2. Maintenance and Support Fees. Your maintenance and support fees, to include Stop Data SaaS Fees, and Brazos Maintenance and Support Fees for the Initial Term, and the annual fees for the First Renewal Term, for software inventory identified in Exhibit 2 shall not increase by more than 4% over the prior year’s fees, and shall be invoiced in the following amounts:

Maintenance and Support	\$192,995.36
California Stop Data	\$4,560.00
Brazos Maintenance and Support	<u>\$20,090.50</u>
7/1/2025-6/30/2026 Annual Fees: \$217,645.86	

2026-2027	\$226,351.69
2027-2028	\$235,405.75
2028-2029	\$244,821.98

Your fees for each subsequent term, if any, will be at our then-current rates. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

- 3.2 a) provide telephone support during our established support hours, as outlined in the Support Call Process.
- b) Emergency 24-hours per day, 7 days per week, telephone support is available for reporting Priority Level 1 Defects for Enterprise CAD and eCitation only. After 9:00 p.m., the Enterprise CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.
- 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
- 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) along with the appropriate documentation that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
- 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.
4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
- (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
- (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided as Schedule A to Exhibit 1.



Exhibit 1 Schedule A Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Emergency 24-hours per day, 7 days per week, telephone support is available for reporting Priority Level 1 Defects for Enterprise CAD and Enforcement Mobile only. After 9:00 p.m., the Enterprise CAD and Enforcement Mobile phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation to assist the customer in triaging the incident. The incident will be escalated throughout our support apparatus until service is restored.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit 3
Client Software Inventory

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New World Enterprise Combined LE/Fire/EMS CAD - Maintenance
 New World Multi-Jurisdictional Base LE Records Standard Maintenance
 Socrata Public Safety Advanced Analytics (includes Crime Trending, Geo-Analytics and Citizen Connect)
 New World State/NCIC Interface - Maintenance
 Arx Suite (Community Alert)
 Performance Dashboard
 Web CAD Monitor - Maintenance
 Additional Law Enforcement Records View/Inquiry Only Workstation(s) - Maintenance
 ArcGIS Standard Enterprise Server Integration - Maintenance
 Fire Records Interface - Maintenance
 On-Line CAD Interface to State/NCIC - Maintenance
 CAD Data Mart - Maintenance
 Law Enforcement Records Management Data Mart / Includes 10+ users - Maintenance
 Additional Law Enforcement Records Workstation(s) - Maintenance
 New World Federal and State Compliance Reporting for LE Records Standard Maintenance - Federal UCR/IBR
 Citizen Reporting Interface - Maintenance
 LE Field Reporting (Federal Standard)
 Additional New World Software for LE Records Standard Maintenance - Alarm Tracking and Billing
 Mobile In-Car Routing- Maintenance
 CAD Auto Routing - Maintenance
 CAD AVL - Maintenance
 CAD Paging Interface - Maintenance
 E-911 Interface - Maintenance
 Service Vehicle Rotation - Maintenance
 Activity Reporting and Scheduling - Maintenance
 Bicycle - Maintenance
 Career Criminal Registry - Maintenance
 Case Management - Maintenance
 Field Investigations - Maintenance
 Pawn Shops - Maintenance
 Property Room Bar Coding - LERMS - Maintenance
 Encoder Interface
 Mobile In-Car Mapping Integration - Maintenance
 New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - In-Car Mapping
 Mugshot Image Download - Maintenance
 New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - In-Car Routing
 New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - New World AVL
 Additional Records MSP Users - Maintenance
 Drivers License Mag Stripe Reader/Barcode Reader Interface - Maintenance
 Accident Interface (Supports Brazos)
 Additional New World Standard Maintenance for RS/6000 Message Switch - New World CAD Interface (51-100 units)
 Field Interview Interface (supports Brazos)
 MCT Ticket Writer Interface (supports Brazos)
 New World Analysis Base Second Application Maintenance
 New World CAD Mapping MSP Standard Maintenance
 New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - LE CAD via Switch
 New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - LE State/NCIC via Switch
 New World Mobile on MSP Server Integration Standard Maintenance - MDT/MCT Base CAD/RMS Interface (51-100 un
 New World Mobile Standard Maintenance on the RS/6000 - Base Message Switch to State/NCIC(51-100 Units)
 On-Line Global Subjects Interface to State/NCIC - Maintenance
 On-Line Pawn Shop Check Interface to State/NCIC - Maintenance
 On-Line Wants and Warrants Interface to State/NCIC - Maintenance
 Ticket Writer Interface (Supports Brazos)
 Tow/Impound Interface (supports Brazos)

Task: Tow/Impound Report
Interface: Tyler Odyssey Court Case Mgmt System
Interface: New World Records Mgmt System
Device Level Interface: New World Mobile
Task: CA AB953 Demographic Profiling
Interface: CHP SWITRS
LIC: CHP555 Crash Report Software with Drawing Tool (50)
Task: Field Interview
eCitation – Brazos Rapid Extension Framework-PDA (60)
Brazos Hosting Fee