



## AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the City of Merced, with offices at 611 W 22<sup>nd</sup> St, Merced, CA 95349-3737 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of August 10, 1994 (the "Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement;

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

1. The software and/or services set forth in Exhibit 1 to this Amendment are hereby added to the Agreement.
2. The following payment terms, as applicable, shall apply:
  - a. Additional software fees will be invoiced 100% on the Amendment Effective Date.
  - b. Associated maintenance and support fees will be invoiced on a pro rata basis beginning on the first day of the month following the Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software.
  - c. Fixed price services are invoiced upon complete delivery of the service.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

City of Merced, CA

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Greg Sebastian

Name: \_\_\_\_\_

Title: President, Public Safety Division

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**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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Date: 12/21/2018  
 Quote Expiration: 2/28/2019  
 Quote Name: City of Merced Police - Citizens Reporting Interface (supports COP LOGIC)  
 Quote Number: 2018-25548-2  
 Quote Description: Citizens Reporting Interface (supports COP LOGIC)

#### Sales Quotation For

City of Merced Police Department  
 611 W 22nd St  
 Merced , CA 95340-3737  
 Phone: 2093854701

#### Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Module Total	Year One Maintenance
<b>Law Enforcement Records Management System</b>					
Citizen Reporting Interface	\$18,000	0	\$0	\$18,000	\$2,457
<i>Sub-Total:</i>	<i>\$18,000</i>		<i>\$0</i>	<i>\$18,000</i>	<i>\$2,457</i>
<i>Less Discount:</i>	<i>\$6,300</i>		<i>\$0</i>	<i>\$6,300</i>	<i>\$0</i>
<b>TOTAL:</b>	<b>\$11,700</b>	<b>0</b>	<b>\$0</b>	<b>\$11,700</b>	<b>\$2,457</b>

#### Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Citizen Reporting Interface Installation Fee	1	\$2,320	\$0	\$2,320
<b>TOTAL:</b>				<b>\$2,320</b>

#### Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$11,700	\$2,457
Total Tyler Services	\$2,320	
Total Other Costs	\$0	
Total Third Party Hardware, Software and Services	\$0	\$0
Travel and Living Expenses	\$0	
<b>Summary Total</b>	<b>\$14,020</b>	<b>\$2,457</b>

**Tyler Discount Detail**

Description		License	License Discount	License Net	Maintenance
<b>Law Enforcement Records Management System</b>					
Citizen Reporting Interface		\$18,000	\$6,300	\$11,700	\$2,457
<i>Sub-Total:</i>		<i>\$18,000</i>	<i>\$6,300</i>	<i>\$11,700</i>	<i>\$2,457</i>
		<b>\$18,000</b>	<b>\$6,300</b>	<b>\$11,700</b>	<b>\$2,457</b>

## Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8.1/10 32/64 bit or later is required for all client machines. Windows Server 2012/2016 and SQL Server 2012/2014/2016 are required for the Application and Database Server(s).

New World product requires Microsoft Windows Server 2012/2016 and SQL Server 2012/2016, including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Customer is responsible for any third-party support.

Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Customer in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Customer at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Customer is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Customer in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements

All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.

CAD Maintenance includes 24/7 Support.

When Custom interface is included, Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

Associated Maintenance and Support fees will be added to the Client's current Maintenance and Support Agreement and will be invoiced on a pro rata basis beginning on the first day of the month following Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software.