Document #: 0606-18A1A

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 City of Merced, with offices at 611 West 22nd Street, Merced, CA 95340 ("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 services set forth in Exhibit 1, and Schedule 1, to this Amendment are hereby added to the Agreement. Any additional adjustments to scope not set forth herein must be reflected in another amendment to the Agreement.

2. The following payment terms, as applicable, shall apply:

    a. *Requested Custom Software Interfaces:* Requested custom software interfaces are invoiced 100% upon initial delivery of the interface.
    b. Travel expenses shall be invoiced as incurred, if applicable.

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, the parties hereto have executed this Amendment as of the dates set forth below.

| Tyler Technologies, Inc. | Merced Police Department, CA |
|---|---|
| By: _____ | By: _____ |
| Name: Greg Sebastian | Name: _____ |
| Title: President, Public Safety Division | Title: _____ |
| Date: _____ | Date: _____ |

**Exhibit 1**
**Investment Summary**

new world
a tyler public safety solution

| | |
|---|---|
| Date: | 11/16/2018 |
| Quote Expiration: | 1/31/2019 |
| Quote Name: | Merced Police - one way custom export to Karpel Case Management System |
| Quote Number: | 2017-23053-2 |
| Quote Description: | Merced Police- one way custom export to Karpel Case Management |

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

**Services**

| Description | Quantity | Unit Price | Unit Discount | Extended Price |
|---|---|---|---|---|
| Custom one way export to Karpel Case Management System | 1 | $32,000 | $0 | $32,000 |
| **TOTAL:** | | | | **$32,000** |

| Summary | One Time Fees | Recurring Fees |
|---|---|---|
| Total Tyler Software | $0 | $0 |
| Total Tyler Services | $32,000 | |
| Total Other Costs | $0 | |
| Total Third Party Hardware, Software and Services | $0 | $0 |
| Travel and Living Expenses | $0 | |
| **Summary Total** | **$32,000** | **$0** |

## 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 2008/2012/2016 Server and SQL Server 2008/2012/2014/2016 are required for the Application and Database Server(s).

New World product requires Microsoft Windows 2008/2012/2016 Server and SQL Server 2008/2012/2016, 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 Customers 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 Customer's GIS data will be contracted by Customer separately with Esri.

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.

# Schedule 1
# Customer Requested Standard Software Enhancements and/or Custom Software

**1. Definition**

We will provide you requested standard software enhancements and/or custom software services as discussed below. You agree to cooperate in limiting the scope of those modifications and enhancements, as described below.

An analysis and assessment to verify the scope of effort for these services will be conducted. A revised estimate for the enhancements/customizations may be provided at the conclusion of the assessment. You may elect to cancel or proceed with the enhancements/customizations based on the revised estimate.

Capabilities included in the initial scope:

a) Custom Software/Interface(s)

While we will provide reasonable consultation, you are responsible for obtaining technical contacts and/or technical specifications from the third parties involved.

*(1)* One-way export to Karpel Case Management System:

1. One-way export of case information from the New World Case Module
2. Data will be passed using web services provided by Karpel export will be triggered by case status or some other trigger agreed upon between New World and Merced
    a. Data to be passed are limited to fields existing in the New World Case Module and will include:
        - Incident date/time, number, location
        - ORI
        - Incident Narrative
        - Case subjects and basic details
            - Subjects can include Victims, Defendants and any other configured subject type added to the Subjects tab on the case
            - Details will include:
                - Jacket Type (adult, juvenile, business, etc.)
                - Name (first, middle, last, suffix)
                - Address
                - Demographics (height, weight, hair color, eye color, sex, race)
                - Identifiers (DOB, SSN, SID, DL, Phone Number)
                - Alias/Nickname
        - Charge information (from the Arrest Charges tab on the case)
            - Count
            - Statute and Statute Description
            - Subject (Arrestee)
3. Case documents can be passed as part of the export; they will be passed as binary data embedded in the XML
4. Credentials and any certificates will be provided by customer and/or 3rd party

## 2. Methodology to Provide Enhancements and/or Custom Software

a) Our Responsibility

As part of our delivery of these services, we will:

*(1)* Review the required features for the items set forth in paragraph 1, above, with you.

*(2)* Prepare a Requirements Document (RD) to include:

- Detailed description of the required feature
- menu samples
- screen samples
- report samples

*(3)* Conduct the programming and programming test.

*(4)* Provide the associated in-scope training, testing and/or other support services.

For an enhancement or custom software requiring over seven (7) days of services, we will utilize the design document procedure described below. For enhancements or custom software that require less than seven (7) days of services, we will use a Request For Service (RFS) procedure. Both procedures are reviewed with you at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

b) Design and Development Procedure

| | **Activity** | **Targeted Time Period** |
|---|---|---|
| *(1)* | We will work with your staff in completing the RD. You agree to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project. | To be determined |
| *(2)* | We submit completed RD to you**.** | To be determined |
| *(3)* | You will review and sign off on the RD. Once you sign off on the RD, any subsequent changes must be documented along with the impact on pricing and schedule, if any. No programming will be done by us until the formal sign-off and your authorization to proceed in writing. | To be determined |
| *(4)* | We complete programming from RD and provide the associated deliverable to you. | To be determined |
| *(5)* | You test software modification based on RD. | To be determined |

## 3. Third Party Responsibilities

a) The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.

b) We will not be responsible for making any modification in the 3rd party software to support this interface.

c) The third-party will work with us and you to test the interface.