

## **AMENDMENT**

This amendment ("Amendment") is made this between Tyler Technologies, Inc. with offices at 0 the City of Coppell, with offices at 255 Parkway B	One Tyler Drive, Ya	armouth, Maine 04096 ("Tyler") and
WHEREAS, Tyler and the Client are parties to an a	agreement dated I	March 7, 2017 ("Agreement"); and
WHEREAS, Tyler and Client desire to amend the A	Agreement;	
NOW THEREFORE, in consideration of the mutua agree as follows:	l promises hereina	after contained, Tyler and the Client

- 1. The Tyler Software and services in Sales Quotation 2017-33726, attached hereto as Exhibit 1, are hereby added to the Agreement.
- Delivery of the Tyler Software ExecuTime Advance Scheduling and ExecuTime Advance
   Scheduling Mobile Access will be according to the terms and conditions of the implementation
   and project plan to be mutually developed by the parties following execution of this
   Amendment.
- 3. Payment for the items added to the Agreement pursuant this Amendment shall conform to the following:
  - a. <u>Software License Fees</u>. Tyler shall invoice Client \$20,870 on the date of final execution of this document ("the Amendment Effective Date"). Such amount equals 100% of the software license fees for the Tyler Software ExecuTime Advance Scheduling and ExecuTime Advance Scheduling Mobile Access.
  - b. <u>Services & Expenses</u>. Fees for professional services, along with applicable expenses, shall be invoiced as provided and/or incurred.
  - c. <u>Year One Maintenance Fees</u>. The Year One Maintenance and Support fee is waived for the one (1) year period commencing on the Amendment Effective Date. Subsequent annual maintenance and support fees will be determined and remitted in accordance with the Agreement.
- 4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
- 5. 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.	Coppell, TX
By:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:



 Quoted By:
 Christa Maguire

 Date:
 7/26/2017

 Quote Expiration:
 10/19/2017

Quote Name: City of Coppell-ERP-ExecuTime-Adv Scheduling

Quote Number: 2017-33726

Quote Description: ExecuTime Advanced Scheduling

Sales Quotation For

City of Coppell 255 Parkway Blvd. PO Box 9478

Coppell, TX 75019-0478

Phone +1 (972) 462-0222

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Human Capital Management:						
ExecuTime Advance Scheduling Mobile Access	\$3,975.00	0	\$0.00	\$0.00	\$3,975.00	\$795.00
ExecuTime Advance Scheduling - Up to 250 Employees	\$16,895.00	48	\$7,680.00	\$0.00	\$24,575.00	\$3,379.00
TOTAL:	\$20,870.00	48	\$7,680.00	\$0.00	\$28,550.00	\$4,174.00
Other Services						
Description			Quantity	Unit Price	Unit Discount	Extended Price
ExecuTime Professional Services			96	\$160.00	\$0.00	\$15,360.00
		TOTAL:				\$15,360.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$20,870.00	\$4,174.00
Total Tyler Services	\$23,040.00	\$0.00

Summary	One Time Fees	Recurring Fees
Total 3rd Party Hardware, Software and	\$0.00	\$0.00
Services		
Summary Total	\$43,910.00	\$4,174.00
Contract Total (Excluding Estimated Travel Expenses)	\$48,084.00	
Estimated Travel Expenses	\$4,740.00	

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

## Comments

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: Licensee fees for Tyler and 3rd party products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date') or delivery (if not software); 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 the Client, are due on the Availability Date; Fees for services, unless otherwise indicated, plus expenses, are payable upon delivery.